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THE THIRD ENGLISH EMBASSY TO POONA

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1772—1774

THE GAIKWADS OF BARODA

ENGLISH DOCUMENTS

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THE GAIKWADS OF BARODA

ENGLISH DOCUMENTS

VOLUME IX

ANANDRAO GAIKWAD
(1814 — 1819)

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INTRODUCTION

BARODA-POONA RELATIONS

The documents have been distributed under three headings:

No. 1. Ahmadabad Farm.

No. 2. Financial Negotiations.

No. 3. Sitaram's Intrigues.

Ahmadabad Farm: *End of the Lease:* Baroda, Bombay, Calcutta and the Court of Directors were all equally anxious that the Peshwa's share in Ahmadabad should continue to be farmed to the Gaikwad State. But the Peshwa was unwilling to comply with this request; and repeated pleadings, made by Elphinstone and Close, fell on deaf ears. The Peshwa proved adamant: he had an incontestable right to withdraw the farm from the Gaikwad, and he was determined to exercise this right. The British authorities could easily have found a reason to oppose the Peshwa's designs, but they did not try to do so, for political circumstances made it advisable for the time being not to antagonize the Peshwa. The result was that the Ahmadabad lease was not renewed in favour of the Baroda Government.

Kathiawar Dispute: The Peshwa's refusal to renew the lease of Ahmadabad to the Gaikwad gave rise to difficulties as regards the Peshwa's share of the mulukgiri tribute in ten talukas of Kathiawar. For in his capacity of farmer of Ahmadabad the Gaikwad had been entrusted with the collection of the Peshwa's share of the Kathiawar mulukgiri. Now with the reversion of Ahmadabad to the Peshwa, the collection of the Poona mulukgiri in Kathiawar ceased to be the Gaikwad's concern. The Baroda Administration and the British authorities dreaded the coming of a Poona contingent into Kathiawar to secure their Master's dues.

Besides, important changes had taken place in Kathiawar, where Alexander Walker had concluded with the Chieftains the mulukgiri settlement¹ of 1807. (1) Strange to say, though the Peshwa's interests were involved in the mulukgiri settlement, the contracting parties of the 1807 agreement were the Kathiawar Chieftains on the one hand and the Gaikwad State and the

1. The Gaikwads of Baroda, Vol. VII, pp. 566-597.

Company on the other. The Peshwa was not consulted. It was afterwards admitted by some that this forgetfulness was a lamentable oversight, but it was contended by others that the Peshwa had no right to complain, in as much as his interests had been officially represented by his accredited deputy, the Gaikwad. It was also pointed out that the Chieftains, who paid the mulukgiri tribute to the Peshwa, did not thereby become the Peshwa's subjects, but remained independent Princes, fully entitled to make with the Baroda State and the British Government treaties similar to that by which their mulukgiri tribute had been settled in perpetuity. The Peshwa could only claim what was due to him; as long as this was regularly paid to him, he had no right to start a mulukgiri circuit in Kathiawar. In the discussions which ensued no satisfactory agreement was arrived at. It may, however, be said that the Peshwa came off second best, because the British authorities succeeded in preventing a Poona contingent from coming to Kathiawar to collect the mulukgiri tribute.

Poona Intrigues: Though a compromise was thus arrived at between the Poona Darbar and the Bombay Government as regards Kathiawar, the peace and tranquillity of that province was always threatened with disturbances. This was to a large extent due to the policy followed by the Peshwa and by his agent, the sarsubah of Ahmadabad, and by the latter's subordinate officers. The result was a spate of accusations and denials, followed by fresh incidents, further remonstrances, and renewed protestations.

Financial Negotiations: The manner in which the Gaikwad became indebted to the Peshwa does not redound to the latter's honour. With all deference to all Peshwa-admirers it is difficult to imagine a more sordid tale of double-crossing, extortion and blackmail.

The first debt originated as follows. In the contest for supremacy between Tarabai and Balaji Bajirao, Damaji supported the cause of the lady. But he was no match for the Peshwa, and tried to come to terms with him. A preliminary agreement was arrived at. "Peace was concluded between them, and the Peshwa ratified his sincerity by the ceremony of bel-bhandar." (Letter of A. Walker, 2nd August, 1808, para 41) This was a form of oath consisting in placing leaves of the bel tree and turmeric on an idol, then removing the leaves and swearing by them. "The peace was followed by an interview

between the parties, and every appearance of cordiality was exhibited. Damaji was thereby lulled into a security, in the midst of which his army was surprised, and he himself was taken prisoner and confined in the fortress of Logarh." (Ibid. para 42) He was only released when he was able to pay the price, the Peshwa's price: one half of Damaji's territories in Gujarat, an annual peshkash of 7,79,000 Rupees and the maintenance of a contingent of 3,000 troops, 1751-1753. (Gaz. Baroda State, Vol. 1, pp. 452-458) What matters in all this, is not so much the staggering ransom Damaji had to pay—voluntarily yet compulsorily—but rather the circumstances under which it was done. One thing is sure: it can hardly be said of Balaji Bajirao that he and his tribe were "God Almighty's gentlemen."

Next, in a conflict, arisen in 1768 between Raghnunathrao and Madhavrao, Damaji threw in his lot with the former, and shared in his defeat. On that occasion Madhavrao "demanded from Govindrao, who was then residing at Poona, on behalf of Damaji, the payment of two crores of Rupees. (Letter of A. Walker, 2nd August, 1808, para 56 & Gaikwads of Baroda Vol. I, p. 174) This colossal sum was afterwards reduced to 39 lakhs, about one-fifth of the original demand. But before Govindrao, after concluding this settlement, could leave Poona, his father, Damaji, died; and the son's departure was postponed *sine die*. Like his father in similar circumstances Govindrao stayed voluntarily yet compulsorily. In the negotiations which followed, Govindrao, though not the presumptive heir to the *gadi*, was acknowledged by the Poona Darbar as Damaji's successor, of course at a price, the Peshwa's price: 60 lakhs according to Walker: 39 lakhs for the rebellion of 1786 and 21 lakhs as *nazranah*; (Ibid. para 57) or 41 lakhs according to the Gazetteer of the Baroda State: 25½ lakhs as a fine for the rebellion of 1786, 15½ lakhs as three years' tribute, and an annual tribute of Rs. 7,79,000. (Gazetteer Baroda State, Vol. I, pp. 465-467) Again, what matters in all this, is not the sum total demanded by the Peshwa, but rather the circumstances under which it was done.

Shortly after Govindrao had thus been acknowledged by the Poona Darbar as the successor to the *gadi*, he was with the connivance of the same Darbar superseded by Fatesingrao acting on behalf of Sayajirao. This time, to give colour to the unsavoury financial transaction, the Poona authorities had

recourse to Ramrao Shastri and asseverated that they acted on his advice. Incidentally Ramrao Shastri's opinion in favour of Sayajirao and Fatesing benefited the Peshwa by 42 lakhs of Rupees: 20½ lakhs as a fine for the rebellion of 1768, 21 lakhs as a nazranah and 50,000 Rupees to cover Darbar expenses. Of course the yearly peshkash of 7,79,000 Rupees and the service of a contingent of 3,000 horse were likewise insisted on.

In the debts thus far recorded an ever-recurring item was the nazranah which the Poona Darbar demanded whenever a Gaikwad ruler ascended the gadi. The right of claiming nazranah is not questioned here, though it must be borne in mind that neither Pilaji nor Damaji paid this accession tribute to the Peshwa. What is called attention to, is that the amount varied considerably: in 1768, Govindrao, 20 lakhs; in 1771, Sayaji-Fatesing, 20½ lakhs; in 1778 Fatesing 5 lakhs; in 1789, Manajirao, 33 lakhs; in 1793, Govindrao 56 lakhs. It is here left for Peshwa-admirers to explain and to justify these ups and downs; and in looking for an explanation they might in each case inquire to what extent the Gaikwad's consent was voluntary yet compulsory, and why.

First Phase, Prior to the Shastri's Murder: This phase of the negotiations closes with the Shastri's murder on July 19, 1815. It is difficult to say when it began; for the question of the financial claims was time after time broached, generally to be relegated to the background as soon as it had been raised. One feature of this political game of hide-and-seek was the Peshwa's often repeated complaint that the negotiations were making no progress. But these complaints scarcely deserve notice because of the Peshwa's systematic delaying tactics. Bapu Mairal went to Poona to discuss the whole financial question in November, 1810. (Carnac's letter of 7th November, 1810). On August 4, 1811 Carnac pointed out that no progress had been made in the adjustment of the financial claims owing to the Peshwa's procrastination. On November 29, 1813, Gangadhar Shastri was sent to Poona. At first the Peshwa refused to receive him, and it was not till April 1815 that Gangadhar Shastri was honourably received by the Peshwa, (Elphinstone's letter of 8th April 1815) and three months later he was murdered.

The failure of the negotiations was due to the Peshwa, the Poona Ministers and the British authorities. The Peshwa

frequently absented himself from Poona, refused to receive Gangadhar Shastri, and further delayed the negotiations by claiming sovereignty over the Gaikwad territories. Similar claims had been put forward in 1778, (The Gaikwads of Baroda, Vol. III, pp. XVI-XXI) when their futility had been made manifest. He also asked that the Gaikwad ruler, Anandrao, should pay a visit to Poona, as other Gaikwad rulers had done in the past...and at their cost; and it was worthwhile to try the same game with Anandrao. When this stratagem did not come off, and negotiations commenced, they were interrupted by the Shastri's murder. The Peshwa's Ministers did nothing to further negotiations, because they did not receive the bribes they had expected. Finally, the British authorities were afraid of antagonizing the Peshwa. At that time they were engaged in their contest with the Gurkhas, in which they met with severe reverses. It was not till 1816 that the Nepalese War was brought to a successful close, and this explains why during the first phase of the negotiations the Peshwa could afford to play with the Gaikwad.

Gangadhar Shastri's Murder: According to the Baroda Gazetteer Gangadhar Shastri was murdered on July 14, 1815. (Gazetteer of the Baroda State. Vol. I, p. 517) According to the documents the murder was committed on July 19, 1815. (Letter of 23rd July 1815) In a letter written by a karkun, who accompanied Gangadhar Shastri to Pandharpur, the Shastri left Poona "on the first Ashad Sudh (6th July)"; and his master was murdered on the 14th Ashad Sudh, or 19th July. (Letter of 2nd August) In the Baroda Gazetteer the 14th Ashad Sudh, it would seem, has been inadvertently converted into the 14th July, instead of 19th July. As soon as the news of the murder reached Bombay, the Governor of the Presidency promised to make the fullest inquiry and to punish the perpetrators. But the matter was taken out of his hands; and Mountstuart Elphinstone, supported by the Calcutta Government, settled matters in his own way, and his attitude was a sorry exhibition of the much lauded British justice. It was taken for granted that the Peshwa could not be acted against. "At all events nothing could be done, if he [the Peshwa] were connected [with the murder] beyond punishing his instruments; and it is therefore superfluous, if it were not imprudent, to put any inquiry into his share of the transaction." (Letter of the 16th August, 1815)

Sitaram was not so kindly treated. The Bombay Government wrote to Baroda: "Under the views which this Government has taken of the proceedings of Sitaram, it would hardly be a matter of surprise, if circumstances should be discovered which might tend to implicate him in the assassination of the Shastri; but, *even if it should be otherwise*, it must now be considered necessary to place him in confinement, wherein he will be entirely prevented from entering into any further intrigues." (Letter of 19th August, 1815)

As regards Trimbakrao Danglia, Elphinstone wrote: "The accounts I received from Poona and Pandharpur left no doubt in my mind that Trimbakji was the author of the Shastri's murder." (Letter of 16th August, 1815) "These considerations induced me to determine on accusing Trimbakji. But after the measure is determined on, I may be allowed to examine whether the line of conduct I have adopted is as consistent with our immediate interest as it is essential to our permanent honour and prosperity" (Ibid.). Then follows a long account of Danglia's political opposition to the British authorities. It is a pity that Elphinstone should have thus allowed political considerations to loom in the background of a trial, in which he was himself both judge and accuser. Not that it is here meant to take sides with Trimbakji, but attention is called to the fact that Elphinstone's main concern seems to have been to get rid of a dangerous opponent, whose anti-British activities were well known. From the documents it becomes plain that the punishment of the Shastri's murder became a matter of secondary importance. The Peshwa was given assurances "that there was no design of requiring from Trimbakji (when in our custody) to discover his accomplices, and that even the voluntary declarations of a person in his situation (Danglia) would not be much attended to, if they went to implicate persons instrumental to his confinement [the Peshwa]; that with respect to further inquiry, enough would be done for the honour of both States by the surrender of Trimbakji to the British Government and by the giving up of Banduji and Bhagvantrao to their own Sovereign; and it would be unnecessary for the British Government to make any unusual exertions for the discovery of Trimbakji's accomplices, though if any were hereafter discovered, we must insist on his punishment." (Letter of 6th September, 1815)

Trimbakrao Danglia was at last surrendered to the English, and the Shastri's murder was supposed to be avenged. Trimbakrao was confined in Thana fort, whence he made his escape, but was ultimately recaptured.

Second Phase of Financial Negotiations: The Baroda Government were of opinion that the Peshwa was privy to the Shastri's murder, either encouraging, commanding, approving, or not preventing, not condemning, not punishing. Fatesingrao's impeachment, comprising twelve distinct accusations against the Peshwa, (Letter of 30th September, 1815) was simply ignored; and Fatesing was reminded that "satisfaction for the murder had been accepted on the principle of the Peshwa's innocence." (Letter of 20th October) Elphinstone also wrote: "I am led to point out this fact from an apprehension that His Highness Fatesingrao may be inclined to search for further proofs of the charge he has brought forward, and may thus be led into inquiries that would produce bad consequences at Poona. He might for instance endeavour to obtain the desired proofs by examining Bhagvantrao and Banduji on the

1. One wonders whether Elphinstone was convinced of the Peshwa's innocence.

A. The following is an extract from a report on the character of the Peshwa's government; it was drawn up by Elphinstone in November, 1815: "Though he [the Peshwa] affects great purity in person, scarcely a day passes that he does not spend some hours with his favourites in large assemblies of women, when he enjoys the coarsest buffoonery and witnesses most disgusting scenes of debauchery. These parties are generally composed of women of rank; and His Highness's most implacable enmities are those which he bears towards Sirdars who refuse to allow their wives to join them. The fall of Candee Rao Rastia originated in his obstinacy in this respect. The unrelenting persecution which is still carried on against Madhav Rao Rastia is partly owing to the same cause; and Gocla's former disgrace and present favour are confidently attributed to his tardy acquiescence in the dishonour of his family" (Sir T. E. Colebrooke, *Life of the Honourable Mountstuart Elphinstone* (1884), Vol. I, p. 289).

B. The following is Colebrooke's account of what happened in Poona prior to the Shastri's murder: "These apprehensions [of Gangadhar Shastri] were lulled for a time by the excesses of the Prince [the Peshwa], whose object was to gain an influence over the Baroda Court by binding the Shastree to his side. A matrimonial alliance was projected between the Peshwa's sister-in-law and the Shastree's son, and preparations were made for the ceremony. The Shastree, who was governed alternatively by fits of blind confidence and not unreasonable fears, now took alarm, lest, in gaining the favour of the Peshwa, he should forfeit that of his own Sovereign, and imprudently broke off the engagement so far advanced, and gave other and more deadly cause of offence in forbidding the ladies of his family communicating with a Court so dissolute as that at Poona. Revenge being the dominant passion in the Peshwa's mind..."

It is open to the admirers of the Peshwa to bring forward documentary evidence to invalidate the statements made in A and B extracts; but unless and until they do so, they must face the facts, put two and two together, and frankly admit that the result cannot be anything but four.

subject of the Peshwa's participation in the offence of which he is suspected. The Resident at Baroda would probably be determined by the tenor of my dispatches to resist such a proceeding on His Highness's part; but, as an adoption of it, if it came to the Peshwa's ears, would have the strongest tendency to disturb his mind and destroy his confidence, I beg leave to suggest that such communications should be made with Fatesingrao as may prevent any indiscretion on His Highness's part." Who said: "Amicus Plato, sed magis amica veritas—Plato is a friend, but truth is more a friend"? Surely not Mounstuart Elphinstone!

Thus it was decided on that in the Financial Negotiations the question of the Shastri's murder and of compensation for the same was not to be taken into account.

Next, Elphinstone made a detailed study of the Peshwa's claims and the Gaikwad's counter-claims. The Gaikwad's counter-claims were belittled, and the Peshwa's claims were made much of. In the words of Elphinstone all those claims "are founded on regular treaties entered into without deceit or compulsion." (Letter of 24th March 1816) Apparently Elphinstone was not aware of the fact, or deliberately chose to ignore that those treaties were made, either with the rightful ruler or heir, virtually a prisoner at Poona, and not allowed to depart till he had paid through the nose [without compulsion?], or with usurpers who claimed the masnad when they had no right to it [without deceit?].

Never before had the Peshwa a more earnest supporter of his cause. Unfortunately for the Gaikwad, Elphinstone was all powerful in Calcutta, and was highly praised by the Governor-General for "his distinguished character, judgment and firmness; [which] have been singularly beneficial to the public interests." (Letter of 20th January 1816) The result was that the Bombay Government and the Resident at Baroda considered themselves in duty bound to see eye to eye in this matter with Elphinstone, a most eloquent counsel for the defence, whose lengthy pleadings on behalf of the Peshwa may be summed up in the formula: $S \times V = K$, which means: the soundness of a political scheme into the voluminousness of its demonstration is a constant quantity.

Third Phase of the Negotiations: The negotiations were about to end disastrously for the Baroda State, when by one

of those sudden turns of the wheel of fortune tragedy was changed into comedy. This is what happened. "Trimbakji escaped in September 1816 and was concealed by the Peshwa, who, while pretending the greatest zeal for the friendship of the British Government, was making extensive preparations for war. When these facts were discovered, the Peshwa was informed that he had grossly violated his engagements, the subsidiary force was marched upon Poona, and Bajirao was required to surrender three of his strongest forts and to subscribe to a treaty dictated to him by the British Government." (Aitchison, Treaties, Vol. VI, p. 8) Among other things the treaty provided for the final settlement of the Poona financial claims on Baroda, not by negotiation, nor by arbitration, but by a compromise dictated by the British.

Elphinstone had the impudence—there is no other word for it—to tell the Peshwa's envoy: "The whole of the present discussions and likewise those in 1815 had originated in the loss which the Gaikwad met with in the murder of his Prime Minister; that it was therefore just that he [the Gaikwad] should receive some compensation." (Letter 4th June, 1817, accompaniment No. 3) Such was the decree of justice in 1817. On March 24, 1816, this same justice had spoken somewhat differently: "The Right Hon'ble the Governor will have received information of the Governor-General's decision that the Peshwa's claims are not affected by the murder of Gangadhar Shastri." (Letter 24th March 1816) Let him explain ... who can!

The result was that all the financial claims, past, present and future, were scrapped on condition that the Gaikwad should pay a yearly tribute of eight lakhs and a half: $4\frac{1}{2}$ lakhs of Rupees for the Ahmadabad farm, which was to be granted to the Gaikwad in perpetuity, and 4 lakhs for his debt. The payment of this tribute was remitted after the last Maratha War in 1818. As regards the farm of Ahmadabad, it included the Kathiawar parganas, which were greatly desired by the Company. "Adverting however to the great disproportion between the real products of the province and the small sum for which it is to be farmed, and likewise to the advantages the Gaikwad will derive from other parts of the treaty, I did not think I departed from the spirit of my instructions in separating the tribute of Kathiawar from the farm of Ahmadabad, and taking it...for ourselves!"

Sitaram's Intrigues: Whilst the Baroda Administration were sending Gangadhar Shastri to Poona, Raoji Sitaram was likewise busy thwarting these attempts, in the hope thereby to win the Peshwa's favour, but also at the risk of imperilling his position in the Baroda State. These political activities constitute the crowning failure of his career; and instead of regaining the diwanship, he ended by being a state-prisoner.

As regards Sitaram's aim, he was hoping to regain the diwanship, and ready to pay the price asked by the Peshwa. The Peshwa was only too glad to listen to him. Sitaram also secured the goodwill of Takhtabai, who pleaded his cause with Anandrao Gaikwad and obtained letters of recommendation from him in Sitaram's favour. Then there was Banduji who exerted himself in Poona to further Sitaram's cause; whilst Bhagvantrao Gaikwad was also active at the Poona Court, not as Sitaram's agent, but on his own behalf. When the plot was discovered, the Bombay authorities insisted on Sitaram being removed from Baroda, and they carried their point in spite of Fatesingrao, who pleaded for a less drastic punishment.

Accordingly Sitaram had to leave Baroda for Bombay, there to reside under British surveillance. But he never reached his destination. He fell ill at Navsari, where he stopped, and where he continued to stay.

Bombay, St. Xavier's College, December, 1944.

ANANDRAO GAIKWAD

(1814—1819)

Baroda-Poona Relations

No. 1. AHMADABAD LEASE.

THE documents dealing with the eventful suppression of the Ahmadabad lease are divided into three sections.

Section A: The End of the Lease

Section B: Kathiawar Dispute

Section C: Poona Intrigues

Section A: THE END OF THE LEASE

In spite of every attempt made by the Baroda State and the British authorities the Peshwa refused to renew the lease of his share of Ahmadabad to the Baroda Government.

DOCUMENTS

Baroda, 2nd August, 1808 (1808, S. & P. D. 258)

1808

Alexander Walker to Jonathan Duncan.

2. The writer stresses the importance of the lease of Ahmadabad *Lease* being renewed in favour of the Gaikwad: See *Section B, Financial Negotiations, A, First Phase*, letter of 2nd August, 1808, paras 91 to 111.

Poona, 27th March 1813, (1813, P. D. 396)

1813

Mountstuart Elphinstone to Francis Warden.

3. I have the honour to acknowledge the receipt of your dispatch *Farming* dated the 15th March. The arrangement proposed in Mr. Keate's *system* memoir, and alluded to in your letter, appears to me very desirable, and I am not aware of any objection to an attempt being made to bring it about. I think it probable however that considerable difficulty will be found in accomplishing it, as I understand the Peshwa is prepared to resist even a renewal of the farm of Ahmadabad to the Gaikwad. The intelligence to this effect, which has reached me, is rendered probable by its consistency with the usual views of this Court. The greater part of the revenues of the Peshwa's country is collected by farmers,

and the farm of each district is generally assigned to the highest bidder without much regard to the welfare of the country or even to the ultimate prosperity of the Government; and it is therefore by no means unlikely that His Highness may prefer putting the Panch Mahals and even Ahmadabad into the hands of farmers, who will pay him a racked rent, to seeing them in the hands of the British Government or the Gaikwad, who will not agree to give more than the country can bear, but though these observations may affect our hopes of success, they do not afford the least reason for not attempting to effect the arrangement proposed by Mr. Keate.

Resolution.

Approval 3. In reply to the above recorded letter, ordered the Resident at Poona be informed that as the farm of the villages, specified in Mr. Keate's memorandum, will not subject the Hon'ble Company to any increase of expense in the Military Department, but will only require an establishment for the revenue and judicial branches of the administration, the British Government may probably be better enabled to afford a higher rent for the Panch Mahals than any other farmer; that our principal object is the preservation of the peace of the country by the consolidation of our judicial control and to the formation of an efficient police; and it is therefore extremely desirable that an attempt should be made to obtain the farm of those villages for the purpose above stated, rather than with a view to pecuniary advantages, though such advantages are not entirely thrown out of the consideration.

In the event of Mr. Elphinstone being able to obtain the farm of the villages to which Mr. Keate alludes, the necessity will no doubt occur to him of providing in the lease that the Government shall be at the liberty to establish such judicial regulations to be in force during the period of our possession of the farm as may be deemed requisite.

With respect to the farm of Ahmadabad, that the the Resident at Poona be furnished with a copy of the 89th paragraph of the Hon'ble Court's dispatch dated the 29th of August 1810, from which he will learn the importance which the Hon'ble Court attaches to the renewal of that farm in favour of the Gaikwad. Should any other arrangement take place, the progress that has been made in the civilisation and improvement of the country through the aid which our ally the Gaikwad has received from the the British Government in controlling the disorderly habits of the people particularly in Kathiawar, will, it is to be apprehended, be seriously checked and the government of the country revert to its former state of weakness and imbecility.

Ordered that a copy of this correspondence be forwarded to the Supreme Government.

1813 Poona, 31st October, 1813 (*Poona Daftar*)

Captain Close's report of his conversation with the Peshwa's Minister.

Peshwa's desire 5. I next said that the Peshwa's right to dispose of the Ahmadabad farm was undisputed, but that the resumption of it seemed to you likely.

to prejudice the Baroda Government without being of any material advantage to His Highness, and that you would therefore recommend his continuing a system which appeared to be equally beneficial to both. The Minister replied that the revenues of Ahmadabad were farmed to the Gaikwad at the recommendation of the British Resident. That the country was then greatly impoverished, and the farm was let at a very reduced scale, but that ten years had since elapsed, and its condition was so much improved that the collections amounted to a sum considerably larger than was received under the present arrangement. And that instead of $4\frac{1}{2}$ lakhs of Rupees, six, seven or even eight might now be realised. I asked him whether it was not likely that the authorities of the two Governments might clash and thus occasion disputes if the Peshwa were to take the management of the country into his own hands; but the Minister said that the present case was totally different from the system which prevailed with respect to the Nizam's dominions and could not produce any disagreements of that nature.

Baroda, 31st October, 1813 (1813 402 P. D.)

1813

James R. Carnac to Francis Warden.

6. The Administration does not feel it necessary to offer any *Ahmadabad* detailed remarks on the obvious advantage and policy of confirming *farm* the farm of Ahmadabad in the hands of the Gaikwad. The interests

The paragraph numbers of the first sixteen pages (except 5, 6, 7 on page 6) are not found in the original documents and have been inserted inadvertently.

6. Under the view which Mr. Elphinstone appears to take of this part of the subject, it is here hoped that the Peshwa will be induced to consent to this indispensable arrangement for the good of all parties interested. The mismanagement of His Highness's possessions of Dabhoi, Jambusar, etc., now in the charge of his immediate servants, affords, a melancholy evidence of the misery and oppression which will follow the reversion of the Ahmadabad farm to the Peshwa's personal dependants, particularly as the dependency is more difficult of government from the numerous Mewasi tribes pervading its insulated situation than any other possessions of the Peshwa in this province.

1813 *Poona, 20th November, 1813 (1813, P. D. 403)*

Mountstuart Elphinstone to Francis Warden.

*Elphinstone's
efforts*

7. With respect to the farm of Ahmadabad I beg you to assure the Right Hon'ble the Governor that I am fully sensible of the consequence of the proposed resumption and shall leave no means untried to convince the Peshwa of the inconveniences to which his Government will be exposed by this arrangement which he has in view. I have endeavoured to ascertain the real cause of His Highness's earnestness on this subject; and from the information I have received, it appears that His Highness is really actuated by the motives which he has brought forward; and that he also entertains a belief that a great advance might be made on the annual revenue of Ahmadabad, if it were transferred to the management of his own officers. I further understand that the Minister has hopes of procuring the farm of Ahmadabad for himself. I shall take the earliest opportunity of endeavouring to show the Peshwa the disadvantages of his present project, and to discover whether any expectations of an increase in the payments by the Gaikwad State would induce His Highness to allow things to remain on their present footing. I shall not fail to report the result for the notice of the Hon'ble the Governor.

1813 *Baroda, 28th November, 1813 (1813, P. D. 405)*

Anandrao Gaikwad to Sir Evan Nepean.

*Anandrao's
request*

8. It being necessary to bring to a termination the long pending negotiations with His Highness Pant Pradhan (the Peshwa), and to conclude an arrangement for the future with regard to the district of Ahmadabad, Rajashri Gangadhar Krishna Patwardhan, a dependant of my younger brother, His Highness Fatesing Gaikwad, is now dispatched on these matters; and after paying you a visit, he will in concurrence with your advice proceed to Poona, where he will commence upon the business of the negotiations. But it is further to be considered that Captain Carnac, the Resident, is thoroughly acquainted with the embarrassed situation of this Administration, as well as with the nature of the Peshwa's claims. It therefore appears to me that it will be highly beneficial that not only yourself, but also the British Resident at Poona should have the means of considering his verbal explanations. In view therefore to the cordial connection subsisting between his two States, it behoves Government to extend its support; and you must accordingly dispatch a letter on the subject to Captain Carnac, who will then wait upon you and afterwards proceed to Poona. Through your assistance the business will be settled. Your letter is urgently necessary; and as this circumstance will be highly gratifying to me, you will no doubt act accordingly.

Minutes, 6th January, 1814.

Orders

8. Order that the Secretary and Translator in the Office of Country Correspondence be instructed to prepare an answer to the preceding letter, acquainting His Highness Anandrao Gaikwad that the Governor-in-Council will desire Captain Carnac to come to the Presidency as soon as he shall have made the necessary arrangement at Palanpur.

Baroda, 28th November, 1813 (1813, P. D. 405)

1813

Anandrao Gaikwad to Sir Evan Nepean.

9. The respectable Bapu Mairal was some time ago dispatched, in conformity to the sentiments of your Government, as vakil to Poona for the purpose of settling the long existing claims of His Highness Pandit Pradhan the Peshwa. But, although your Resident on the spot and Bapu Mairal have fully explained all matters, the negotiation has not yet been brought to a conclusion. The instalments on account of the districts of Ahmadabad having been also liquidated, it becomes necessary to settle the terms of a future lease, as well as to bring to an adjustment former claims. Gangadhar Krishna Patwardhan, a dependant of my younger brother, His Highness Fatesingrao Gaikwad, has accordingly been vested with full powers to settle both these matters, and is dispatched hence to your presence. I therefore request that you will make yourself fully master of the subject through him, and after mature deliberation give him your advice to regulate his future conduct, for his mission has taken place in a full confidence upon you in every respect, and you must in consequence send him on duly supported in every way. *Anandrao's request*

Minutes, 6th January, 1814.

9. Ordered that the Secretary and Translator in the Office of Orders Country Correspondence be desired to prepare a letter in answer to the preceding one, assuring His Highness of the earnest disposition of this Government to afford any advice in its power to Gangadhar Shastri in bringing the difficult and complicated negotiation with the Poona Government to a termination.

Poona, 5th January, 1814 (1814, P. D. 405)

1814

Mountstuart Elphinstone to Francis Warden.

10. His Highness having lately reminded me of his intention to resume Ahmadabad at the end of the Hindu year, I took this opportunity of again touching on that subject. I said that his right to Ahmadabad was entirely undisputed; and if he was resolved to resume it, it would of course be given up without a moment's delay or a word of objection. All that would be expected of His Highness was that he would maintain the engagements which had been concluded for the benefit of the country; and although His Highness's right to resume Ahmadabad was admitted, it by no means followed that it was his interest to do so; and I then went into all the arguments that occurred to me to dissuade him from wishing to exercise a divided authority in a remote, unsettled and extensive province. His Highness said he would not fail to give an attentive consideration to all the arguments I had stated; and that, if he resumed the province, he would be well disposed to attend to the engagements alluded to; but that in his present state of ignorance regarding them he could make no promise. I said I did not require any promise at this time, that I indeed expected that His Highness would resolve to continue the Gaikwad's lease. I then urged again the arguments I have alluded to, putting them in every light that I thought likely to strike the Peshwa, and I found His Highness generally disposed to dwell in his replies on the *Lease of Ahmadabad*

loss of credit which he would suffer by allowing another Prince to his territories, and on the chance of its being forgotten that he had any right to govern them himself. He continued to promise that he would not come to any resolution without full deliberation, but it appeared to me that he was pretty well determined already and that it would not be easy to get him to alter his resolution.

Letter from Francis Warden to Mountstuart Elphinstone.

Concern 5. I am directed on this occasion to express the deep concern with which the Governor-in-Council has perused that part of dispatch, which indicates so decided an indisposition on the part of His Highness the Peshwa to consent to a renewal of the farm of Ahmadabad.

6. It is not unknown to you that the affairs of the Gaikwad State are conducted under the immediate direction and control of the British Government; that the decennial engagements, concluded by the Gaikwad in 1807 with the Chieftains of Kathiawar, have been guaranteed by the Hon'ble Company; and in fact that the whole of the turbulent and uncivilised tribes in Gujarat have been kept in subjection by the active interference of our authority, the good effects of which have within these few years been felt and acknowledged. The whole of these arrangements, which have been effected with so much trouble, anxiety and expense, will probably become nugatory, and a rich and valuable country, now emerging from a state of barbarism and misery to one of comparative civilisation and happiness, [will] revert to its former condition of anarchy and insubordination.

7. It is to be regretted that the engagements, made by the Gaikwad Government with the Chieftains of Kathiawar for fixing the tribute, had not been limited to the period at which the present lease of the farm will expire; the particulars of which may be collected from the enclosed extract; and should every prospect of renewing the farm be at an end, the Governor-in-Council has desired me to submit to your consideration whether it might not be possible to prevail on the Peshwa to confirm those engagements, which, though perhaps incautiously made as to their duration, it would be desirable in every point of view should be allowed to be fulfilled.

1814 Poona, 30th March, 1814 (1814, P. D. 409)

Mountstuart Elphinstone to the Earl of Moira.

Ahmadabad question 13. The next topic discussed was the renewal of the farm of Ahmadabad, which the Shastri said he considered as the principal object of his mission. I urged the necessity of speedily bringing the affairs to a settlement, as the expiration of the lease was so near at hand, and as the Peshwa would certainly insist on the place being made over to him if the lease was not renewed before that period arrived. But the Shastri contended that it was impolitic to show any anxiety for the renewal of the lease, and did not agree with me respecting the necessity of making over the country to the Peshwa at the expiration of the term. He defended his opinion on the ground of some ambiguity in that article of the late lease, by which the British Government

engages for the restoration of Ahmadabad at the end of the prescribed period, and on the fact that without the assistance of the British Government the Peshwa could never have recovered it at all. As I still maintained that the country must be given up (if the Peshwa demanded it) on the day of the expiration of the lease, the Shastri said, if that was the case, he might give up all hopes of success in the negotiation, for that all depended on the British Government telling the Peshwa in a firm tone that the renewal of the lease was for his good and must be granted, and that I was much mistaken if I thought the Peshwa was to be prevailed on to renew the lease by civil speeches. I said I was aware of the difficulty of procuring the object in view; but that, if it could not be attained by fair persuasion, it must be abandoned. The Shastri then insisted on the importance of the point and on the consequence attached to it by the Court of Directors, and earnestly requested me to write to Your Lordship for fresh instructions; which I declined, saying that I was well aware of Your Lordship's wish for the renewal of the lease and of your conviction that it would be equally beneficial to the Gaikwad, the British Government and the Peshwa: but that I was also certain that Your Lordship would never sanction any language towards the Peshwa which bore the least appearance of intimidation. The Shastri on this professed to consider the question of Ahmadabad as lost; but he has since appeared more sanguine. His plan now is to combine the renewal of the lease with the payment of a certain sum on the score of the Peshwa's demands, and all he asked of me was to endeavour to show the Peshwa the advantage of the course proposed. I am afraid he will meet with considerable difficulties, but he possesses much acuteness and ability, and he shall want no assistance which I can with propriety afford him.

Poona, 11th May, 1814 (1814 P. D. 412)

1814

Mountstuart Elphinstone to the Governor-General.

15. On the 5th I accompanied Gangaiah Shastri on his visit to the Peshwa. No business was done at this interview, except that I said a few words to open the Shastri's negotiations and to dispose the Peshwa to regard him favourably. I however took occasion to request to see His Highness on business. His Highness said the next day but one for that purpose, but he was afterwards obliged to excuse himself in consequence of the death of his father-in-law, and at length died yesterday evening, when I attended him in his place.

The principal object I had in view was to endeavour to persuade His Highness to renew the lease of Ahmadabad, which expires early in next month. For this purpose, after several consultations with the Shastri, I drew up a paper, of which he enclosed is a translation containing the principal arguments for renewing the lease, and some preliminary observations I begged the Peshwa to bear in mind. His Highness was evidently reluctant to listen to any arguments on the subject and uneasy at the prospect of its being discussed; and accordingly, instead of reading the paper, he said that he had the perfect dependence on the good faith of the British Government, and was confident it would never wish to avoid the fulfilment of the engagement for the evacuation of Ahmadabad at the end of the lease.

I told His Highness that the British Government had not the least hesitation about performing the engagement His Highness alluded to, which I admitted in the most unqualified terms; but that it was for His Highness to consider whether he would find most advantage in resuming the farm or in continuing it to the Gaikwad. I then brought forward some of the arguments contained in the paper, to all which His Highness gave the same answer, that it was a reproach to him to give up the management of his own territories, and that he had given a lease of Ahmadabad for ten years to oblige us, and hoped we would now oblige him by allowing him to resume it. I at last prevailed on him to hear the paper read by the Minister. When he came to the part, where an increase of the rent is mentioned among the inducements to a resumption, he said that consideration had no weight at all with him; and when the Minister had got a little further, he stopped him, began to answer the arguments that had been read, and interrupted the further perusal of the paper. He was very animated and earnest throughout, and said he was convinced I had his interests in view in what I said; but that he was surprised I could not enter into his motives. Finding that I could make no impression on him, I did not run the risk of irritating him by continuing the discussion, but begged His Highness to give my paper a careful and candid perusal before he went any further in the matter; which he repeatedly promised he would do,

The adjustment of the Gaikwad's disputes being mentioned, I took the opportunity of telling the Peshwa how agreeable it would be to Your Lordship if the two Governments could settle them among themselves.

I am not at all surprised at the Peshwa's obstinacy regarding Ahmadabad. By the dispatches of the late Sir Barry Close he seems to have evinced the utmost reluctance to the arrangement, when first proposed; and he has never since mentioned it but in terms of strong dislike. The Shastri is to see His Highness this evening and will have opportunities of pleading the cause of his Government; but, unless he can find some way of greatly altering His Highness's sentiments, I do not think the lease will be renewed. The old Maratha practice of bribing the Ministers would probably be of no avail.

The substance of a paper delivered by Mr. Elphinstone to the Peshwa on the 10th May 1814.

Useless pleading 17. In the Arabic year 1204 the Peshwa granted a lease of 10 years for the farm of Ahmadabad to the Gaikwad. It was then agreed to by the Hon'ble Company that, on the expiration of that period, the Gaikwad should deliver up the place to the Peshwa. A few days only of the lease now remain; and it is therefore necessary for the Maharaja to consider whether it is most for his advantage to renew the lease to the Gaikwad or to take the management of that country into his own hands.

The following are the reasons which offer themselves against renewing the lease, *viz.* a renewal of the lease will tend to produce a confirmed custom, and the Peshwa will not be able to resume the country as long as the Gaikwad pays his rent. Secondly,

by the resumption the Peshwa will derive a greater revenue from the country. Thirdly, by discontinuing the farm the Peshwa will have it in his power to grant it to some person whom he wishes to favour. Fourthly, by resuming the country from the Gaikwad the Peshwa's authority throughout Gujarat will be extended and confirmed. There seem to be no other arguments against renewing the lease; but, if these, on a full consideration, should appear to be just, it will be obvious that the lease ought not to be renewed.

It will however be proper to examine them and consider how far they are valid. First, as long as the restoration of the place is guaranteed by the British Government, there can be no fear that a custom, such as is apprehended, will be allowed to form in the Gaikwad's favour. However, if His Highness has still any apprehension, the rent might be raised; and the grant of the farm, formerly issued to the Gaikwad, might be made out in the name of another person of his family. By this means the precedent would be destroyed.

With respect to obtaining an increase of Revenue, the Gaikwad will give as much rent as any other person, otherwise the lease ought not to be continued. Whatever revenue can be drawn from the country, consistently with the maintenance of sibandis and the prosperity of the country, will readily be paid by the Gaikwad, and if any person engages to pay more, he may succeed for a year, but will fail in the end.

The Maharaja, it is said above, might confer the farm on whomsoever he favoured; but the Gaikwad has always been a well-wisher of the Peshwa's, as must be well known to His Highness. For, when no other Chiefs showed their attachment, the Gaikwad came forward and afforded every necessary protection to His Highness's possessions in Gujarat, comprehending Jambusar, etc., and gave several other proofs of fidelity and attachment. The present discussions likewise must evince to the Maharaja the goodwill of the Gaikwad towards him; for, if the farm of Ahmedabad be not voluntarily granted to him, he is not disposed to raise any altercation regarding it; and he is likewise prepared to enter on a fair adjustment of all the other demands of the sarkar against him. With regard to the increase of the Peshwa's authority, which, it is supposed, would attend the discontinuance of the farm, the Gaikwad says that he always complies with the wishes of the sarkar in the same manner as any renter could do, who should be appointed immediately by the Peshwa; and that, if any difference should have arisen, he is ready to afford every explanation that should be required of him; and that, as the subah of Ahmadabad is contiguous to his own possessions, he can have no difficulty in maintaining His Highness's authority; whereas, if the farm should be granted to any other person, he will be obliged to maintain troops, without which the Peshwa's authority would be altogether lost. Thus are the four arguments replied to, which are stated above.

The two following considerations may be added. First, if the farm should be renewed to the Gaikwad, there can be no disturbance

in the country; whereas, if the jurisdiction is divided, there must be perpetual ground of dispute. This must be well known to his Highness from former experience. Secondly, the Gaikwad for ten years past has exerted himself in procuring such securities from the ryots as were necessary for establishing the tranquillity of the country; but if the farm should now be taken from him, those arrangements will be entirely set aside; and it will require a period of ten years more to restore them, as it will be necessary to obtain fresh securities. The country even then will not prosper, because of the territories which are adjoining it, as Kathiawar, Palanpur, the Babi mahals Cutch, Sind, Navanagar, Junagarh and others. A military establishment will be required, independently of sibandis. If troops are sent from hence, there must be a deficiency here; and if new levies are raised, the revenue of the country will be wasted, and no advantage will be gained from it.

From a full consideration of all that has now been said, it seems of most advantage that the farm of Ahmadabad should be continued to the Gaikwad. My opinion on this subject is not suggested by any partiality to the Gaikwad, but from a firm persuasion that it is for the advantage of the sarkar to continue the farm in his hands. It must also be owned that the British Government is not without an interest in the present question; for it could not view without uneasiness an arrangement calculated to keep up constant quarrels between two States so closely connected with it as the Gaikwad and the Peshwa; and moreover the troops of the British Government have for a long time been annually employed together with those of the Gaikwad in the settlement of Gujarat. By these means things have been put in train for future tranquillity, and treaties have been concluded with various Chiefs under the Company's guarantee, which might be affected by the resumption of the farm; whereas, if that be continued for some years longer, the tranquillity of the country will be effectually secured, and His Highness may take it into his own hands with much greater advantage.

It is for His Highness to decide on the question, as he thinks proper; but, for the reasons above stated, the British Government would without doubt derive much satisfaction from a renewal of the lease. If it shall be resolved not to renew the lease, the country will be restored at the time agreed on. His Highness is master in his own affairs and will determine as he thinks proper; but it is hoped he will be guided in his decision by a regard for the true interests of his own Government.

Bombay minutes, 26th May, 1814.

Orders 20. Ordered that the receipt of the preceding dispatch be acknowledged and copies of such part of Mr. Elphinstone's letter to the Governor-General as relate to the renewal of the farm of Ahmadabad in favour of the Gaikwad be sent to the Resident at Baroda, expressing the Governor-in-Council's regret that so little prospect appears of its continuance to the Gaikwad. It appears to be necessary however that Captain Carnae should consider of the arrangements to be made in the event of its resumption by the Peshwa.

Poona, 28th May, 1814 (1814 P. D. 412)

1814

Mountstuart Elphinstone to the Earl of Moira.

21. Two days ago the Minister sent a message to beg Captain Close might pay him a visit, and I have the honour to enclose a copy of that officer's report of what passed on the occasion. Your Lordship will observe that the Peshwa insists on resuming Ahmadabad and is particularly dissatisfied with the protraction of his disputes with the Nizam.

Copy of Captain Close's report to Elphinstone of his conversation with the Peshwa on the 27th May

21. I visited the Minister, agreeably to your wish, yesterday. Our conversation on public business commenced by his saying that the period, for which the lease was granted for the farm of Ahmedabad, was now near its termination; that the Peshwa, as had already been intimated to you, was anxious with a view to prevent all disputes from unadjusted accounts or otherwise to take possession of his share of the country at the close of the year, and that for this purpose His Highness desired the necessary orders for its surrender should be given by the Gaikwad, that the newly appointed subah might be prepared to march from this [place] without delay.

To this I answered that, when the subject of Ahmadabad had first come under deliberation, you had employed all your attention upon it, and had drawn up a paper containing your opinions, which you had presented to the Peshwa; that you had until now been waiting in anxious expectation to know His Highness's sentiments on the various arguments stated in it; and that you would still be glad to receive a reply to all the circumstances you had urged. The Peshwa, I said, was unquestionably the authority who was to decide on the measures to be adopted; but the usual forms of friendly intercourse, you thought, justified your expectation that specific answers should be returned to your suggestions.

The Minister said that the Peshwa had fully considered the paper in question, that he had expressed himself well satisfied of the justness of your observations, but that in His Highness's mind there was one consideration paramount to every other. It was not the desire of gain, that he did not give the slightest regard to; but it was his desire to assert the authority of his Government in his own possessions; and this, He said, his Highness had resolved upon.

I asked whether this was the Peshwa's own determination, and whether it was to be regarded as His Highness's own answer to your communications; and he did distinctly say that it was the answer he had been commanded by the Peshwa to make to you.

The Minister then produced your paper, which he read aloud from beginning to end. He repeated that the Peshwa had given it the fullest consideration, but that nothing could alter the intention he had already declared. As to the specific answers, which I had

mentioned your hope of receiving, he said such had not been the custom here, but that you were not to be the less assured on that account of the attention which the Peshwa had bestowed on the paper you had delivered to him.

I said I would not dispute with him on this point, but observed that you had recommended a system which appeared to you the only one calculated to secure tranquillity to all parties; that it was greatly to be feared, when the jurisdiction of Ahmadabad was divided, that the different authorities would clash, and that numerous complaints would be preferred to us by both parties, which there might be some difficulty in redressing; that in this recommendation it would not be supposed you were biassed in favour of the Gaikwad; that the Governor-General, whom you represented, was bound by the same ties of friendship towards His Highness as to the Gaikwad; and that His Lordship might rather be supposed to lean towards that State with which the Supreme Government of India had always been in direct communication; that in fact we are anxious only for the prosperity and tranquillity of the country, and there seemed to be no other means so well adopted to that as those you had proposed.

The Minister now recurred to the original circumstances, attending the grant of the farm, and the positive engagement then made that it should cease with the period for which it was granted. He asked if the Peshwa wanted the means of governing the country and keeping it in good order, and whether it was reasonable that His Highness should, to use his own expression, "be called upon to abandon his horse." He went on to say that, if it were really so desirable to have an undivided authority in Ahmadabad, it would be very agreeable to the Peshwa to take out a lease for the Gaikwad's share of that country, instead of surrendering his own; but that in fact there was little ground for the apprehensions entertained in this respect, as was fully testified by the system which had prevailed there for many years before, as well as in the Hyderabad dominions at the present time. And not only there, but even in the city of Poona, he said, there was a divided authority, and yet no inconveniences were ever felt from it.

To the last argument I replied that there was no analogy between the two cases, since in Poona there was a supreme head, which exercised a general control; and as to the testimony drawn from the system pursued in the Hyderabad territories, I said it went entirely against the Minister's argument, as to that system only could be ascribed the perpetual and vexatious complaints that daily proceeded from both Governments. I begged the Minister to contrast the situation of Ahmadabad with that of the Peshwa's affairs on the side of Hyderabad and to observe the perfect tranquillity which prevailed in the former country, while in the latter nothing was to be seen but disorder and violence. I replied to the Minister's fears of the Peshwa of losing any part of his possessions by saying that his objection had been anticipated in your paper, and that an arrangement was there recommended, which, if adopted, must effectually remove all ground of apprehension. The British Government, I observed, so far from wishing to see any diminution of His Highness's territories, was willing.

to pledge its faith for their integrity; and I expressed my surprise that under our proposed guarantee the Minister should have given way to the alarms he had expressed.

He said he gave the British Government every possible credit for the correctness of its intentions, but that to show we had it not always in our power to act as might be wished, he had only to instance the claims of this Government upon Hyderabad, which we had long since engaged to arbitrate and decide. He said that, were it not for the treaties which established the interference of the English, troops would always have been prepared to assert the Peshwa's rights in that country; whereas now no regard whatever was paid to them, from the conviction that they would not be enforced. He asked whether the Peshwa had not a just title to demand those payments, which by the express article of a treaty had been remitted by the Peshwa during the life only of the late Nizam, whether this Government was not a sufferer by the length of time that these claims had remained unadjusted, and whether we were not under obligations to see that justice was done to His Highness.

I said we undoubtedly should do so, that our arbitration continued in force between the two Governments, and that we acknowledge the obligations imposed by it; but neither in this case, I said, could any just parallel be established with the point in discussion. With regard to the Governments of Hyderabad and Poona we had to decide upon the different constructions given by each to treaties, in which we had no participation; but with respect to Ahmadabad we should by our guarantee become a party in the transaction and would incur obligations which nothing could prevent our fulfilling.

The Minister persisted obstinately in declaring the Peshwa's unalterable resolution, saying there would otherwise be no end to the alienation of his rights in Ahmadabad, and I terminated this part of the conversation, of which from the importance of the subject I have been thus particular in the detail, by saying I should trouble him no longer, that I should report to you all that had passed, but that I could not leave him without alluding to the little candour which had been shown in return for the pains you had taken in this business, and the anxiety you had felt throughout for the interest of all parties concerned in it.

Bombay minutes, dated 7th June, 1814.

24. Ordered that the receipt of the preceding dispatch be acknowledged, and extracts of Mr. Elphinstone's letter to the Governor-General with a transcript of the report mentioned in the latter paragraph sent to the Resident at Baroda, from which he will observe the determination of the Peshwa to resume the arrangement of the district of Ahmadabad and be prepared to meet the orders of His Highness for its surrender, by the Government, whenever they may be officially announced. *Orders*

Poona, 16th June, 1814 (1814, P. D. 413)

1814

Mountstuart Elphinstone to the Earl of Moira.

25. Since the date of my last report I have continued to use my *Peshwa* endeavours, in concert with Gangadhar Shastri, to prevail on His *adamant*

His Highness the Peshwa to renew the Gaikwad's lease of Ahmadabad; but His Highness has shown a decided aversion to the measure, and Your Excellency will perceive by the enclosed report from Captain Close, that he now peremptorily demands the restoration of the district; to which I have been obliged to agree.

Extracts from Mr. Close's report of his conversations with the Peshwa's Minister on the 14th June, 1814.

Peshwa insists 25. On the 6th instant the Minister repeated the Peshwa's anxious desire to recover possession of his rights in Ahmadabad.

These, I observed as usual, were not contested; but I said that, on my acquainting you with our last conversation, you had considered of some means to remove the Peshwa's objections, and a plan had occurred to you, by which His Highness might grant a lease for Ahmadabad in the name of the Diwan's son at Baroda, who was a native of Poona, and all of whose connections resided under the Peshwa's immediate authority. That the term for which the lease was to run might likewise be altered and reduced to eight years or six years, as His Highness pleased; and that the rent also might be raised. This arrangement would be profitable to His Highness's Government and would completely destroy all the grounds of alarm formerly insisted on.

The Minister observed that this plan had already been submitted to His Highness, but did not meet his wishes, and that no arrangement could in His Highness's estimation supersede that which he had already resolved upon. He renewed the proposal for the Peshwa's obtaining the farm of the Gaikwad's share of Ahmadabad, saying that the Peshwa would gladly consent to pay the Gaikwad whatever amount he had realised on an average of the last few years, after deducting the expense of management.

1814 *Baroda*, 17th June, 1814 (1814, P. D. 413)

James R. Carnac to Francis Warden.

Fatesing yields 26. 1. I have the honour to acknowledge the receipt of your dispatch under dates the 7th April and 26th May last with their enclosures from the Resident at Poona, and expressing the regret of the Right Hon'ble the Governor-in-Council at the apparent resolution of His Highness the Peshwa to resume the government of his possession in Gujarat.

2. Since my return to Baroda I have taken an opportunity of conferring with His Highness Fatesing on this subject with a view of adopting the preparatory measures for relinquishing the charge of Ahmadabad to the officer appointed from Poona. His Highness feelingly lamented the resolution of the Peshwa as being incompatible with the interests of the Government, equally detrimental from past experience to those of the Poona State, and calculated to overturn those wise regulations which have for years ensured the tranquillity and general prosperity of the province. The reasons, assigned by the Peshwa for dispossessing the Gaikwad of the farm of His Highness's territories north of the

Mahi, were combated by Fatesing as unsupported by facts, while the faithful conduct of the Gaikwad, the punctuality with which the Poona dues were discharged, and the care and attention bestowed on the possessions of the Peshwa were contrasted, in terms of some indignation, with the utter disobedience of States which once acknowledged a more dependent connection on the Poona sarkar than the Gaikwad has admitted. His Highness in declaring his readiness to resign the charge of the Peshwa's territory complained of the little respect manifested by His Highness the Peshwa towards the Gaikwad and the want of a grateful recollection of the services which have been rendered by that family; concluding his observations on the subject that, as the Company's Government did not see or was unable to remedy the serious evils which must inevitably result from a divided authority in a large and populous city in Gujarat, it was in vain for him to offer any opposition, but to leave to the operation of time the development of events, which he had too much reason to anticipate from the former behaviour of the Poona officers and the relaxed state of the Peshwa's authority from the distance of the seat of Government.

3. In reply to those observations from Fatesing it was only in my power to remark that, as we had pledged ourselves to restore to the Peshwa his possessions in Gujarat on the expiration of the Ahmadabad decennial lease, the obligations of this pledge had no alternative under the fixed determination of His Highness to profit by it; that the resumption of the Peshwa's authority at Ahmadabad was nevertheless looked upon by the Right Hon'ble the Governor-in-Council with sentiments of regret; and that the Resident at Poona, sensible of the feelings and wishes of the Company's Government, had exerted his influence in behalf of Gaikwad as far as the nature of his situation would allow under the distinct obligation adverted to; lastly, that our reluctant acquiescence to the views of Peshwa was extorted by considerations simply of justice to His Highness under the decided conviction of their improvidence and inexpediency. It is not necessary to repeat the answer of Fatesing to those observations, from their being in the strain of what he had already stated, but I have the honour to report that the result of the conference gives me reason to believe that no difficulty will occur in obtaining the release notes of this Government, when the Peshwa has finally resolved to depute his own officers for the future management of Ahmadabad and its dependencies.

Poona, 22nd June, 1814 (1814, P.D. 413)

1814

Elphinstone to the Governor-General

28. The writer gives an account of the failure attending every *Failure* attempt to persuade the Peshwa to renew the lease of Ahmadabad to the Gaikwad State. Paragraphs 6-7. See Section B. *Financial Negotiations, A, First Phase*, letter of 22nd June 1814, paras 6-7.

Poona, 23rd June, 1814 (1814, P. D. 413)

1814

(Mountstuart Elphinstone to James R. Carnac.

29. This will be presented to you by Trimbakrao Laxman, the *Surrender* officer deputed by His Highness's the Peshwa to receive charge

of His Highness's share of Ahmadabad from the officers of the Gaikwad Government.

As the Gaikwad's agreement to restore this possession at a period already past is guaranteed by the British Government, I have taken it upon myself to assure His Highness the Peshwa that no delay will take place in the restoration, after this letter shall have been presented to you.

1814 *Baroda, 5th July, 1814 (1814, P. D. 414)*

James R. Carnac to Francis Warden

Surrender

30. I have the honour to notify that the Resident at Poona has apprised me of the deputation of an agent on the part of the Peshwa to resume his possessions in Gujarat. In pursuance of the orders which I have received from Government, measures have been adopted, which will place the Peshwa in charge of his share of Ahmadabad. There is one difficulty, which I beg leave to notice without delay, and to solicit the early attention of the Right Hon'ble the Government-in-Council for its being remedied.

His Highness Fatesing claims security of expenses incurred on account of Ahmadabad, subsequent to the expiration of the Gaikwad lease, which by the time the fort is delivered up, will comprise a period of two or three months. This demand is perfectly just, as the Peshwa will receive the current year's revenue; but, as the Peshwa's agent may not have authority to give this security, I refer the question for an early decision, that there may be no difficulty in establishing His Highness's authority in Ahmadabad.

1814 *Poona, 12th July, 1814 (1815, P. D. 414)*

Mountstuart Elphinstone to Francis Warden.

Rival claims

31. It seems very important that the rights of the two Maratha States over Ahmadabad should be fixed with precision at an early period, and that the most convenient mode of exercising them should be agreed on by both parties. With a view to these objects, I have consulted the Peshwa and the Gaikwad Ministers, and have received some account of the rights and pretensions of their respective Governments. These may be divided into their claims on the city, on the surrounding country, and on the neighbouring petty States.

The Peshwa's Minister represents that the government of the city is vested entirely in his Master's officers, but allows that the Gaikwad shares in the collections, and is entitled to station a person in every public office to ascertain the amount of the taxes, fees and branches of revenue collected, and thus prevent the embezzlement of the Gaikwad's share by the Peshwa's officers. The Gaikwad's Minister on the other hand claims a larger share of the government than is allowed him by the above statement, and the question requires further investigation. I have called on the Peshwa's Minister to produce all the agreements regarding Ahmadabad, which have been concluded between the two Governments, and I hope before long to be able to give a clearer opinion on the subject.

In the country the Peshwa's and the Gaikwad's villages [*are intermixed*], but those Chiefs do not appear ever to participate in the government [*and collections*] of the same village except in the case of the town of Petlad.

The Chiefs [*Gaikwad and Peshwa*] derive distinct tributes from the petty States in the neighbourhood. [*Each one*] realises his own demands by the means that he thinks the most advisable.

It will be easier to point out the best mode about these rights, *Proposed solution* when our information on the subject shall be more complete. At present it appears to me impossible to prevent a direct intercourse between the officers of the two Governments employed in the city and surrounding country. The most we can expect is, that each Government shall strictly enjoin its officers to push no dispute to extremities without a reference to the respective Government. Such disputes, when they arise, ought in my opinion to be let known to the Resident at Baroda, an arrangement to which the Peshwa can scarcely object, as his officers will always retain the power of referring to their own Government, if they think their interests suffer in the mode of adjustment proposed by the Resident.

With respect to the petty States, it is highly desirable that the Peshwa's Government should be guided by the advice of the Resident at Baroda, or even that it should commit the whole conduct of its transactions to the control of that officer. Such a step would certainly be much at variance with the usual Maratha practice, but I do not think the attainment of it entirely hopeless (if the Right Hon'ble the Governor should desire it), as the Peshwa would thereby acquire a great accession of weight with the petty States, and might even be assisted by the British troops in cases where they were employed to enforce the Gaikwad's rights against persons who were also liable to demands from the Peshwa. This advantage would be of the more consequence to the Peshwa, as he is not by treaty entitled to the aid of our troops in *mulkigiri* or collections of tribute. The plan, however, even if acceptable to the Peshwa, may be liable to objections on other grounds; and I shall take no step in it till I learn the Right Hon'ble the Governor's pleasure. This is all that I can at present offer on the subject of Ahmadabad.

P. S. Since I finished the above, I have ascertained that the Peshwa's and Gaikwad's Ministers agree in their accounts of their rights in Ahmadabad, which are as I have stated, with this addition, that one of the gates of the city belongs to the Gaikwad.

Bombay minutes, 21st July.

The Governor-in-Council has great satisfaction in finding *pleased* by the postscript to the Resident's letter that the rights of the Peshwa and Gaikwad in Ahmadabad, adverted to in the first paragraph, have been amicably adjusted, and that the doubts which existed on the question of the authority to be exercised by each of them respectively, for which they were likely to be contending, have been removed.

According to the statement contained in Mr. Elphinstone's letter it would appear that, although the villages belonging to the two States are intermixed, yet that, excepting in the cases of Ahmadabad and Petlad, no participation of the collection is known in the village; and as the tribute payable by each of the petty States is equally distinct, we entertain a hope that no material inconvenience may be felt by their contiguity to each other. But, should our expectations be disappointed, we trust that the two Governments will not be so blind to their own interest as to allow the persons, to whom such disputes or disagreements may be attributed, to pass without feeling the consequences of such misconduct.

It would be greatly to the advantage of the two States that the adjustment of such differences should be submitted to the decision of the Resident of Baroda; and if the aid to be given in enforcing the payment of the tribute due to the Peshwa from the petty States dependent on His Highness would be likely to remove any difficulties, which might otherwise exist, we should not see any objection to the measure.

Mr. Elphinstone's knowledge of the disposition of the Peshwa's Darhar render him peculiarly qualified to form a tolerably correct judgment of the result of any application to the Peshwa to delegate the authority to Captain Carnac. If His Highness consulted his own interests, he would most readily accede to such a proposition, to which from motives of jealousy he may probably object; but, whatever the bearing of his mind may be, it would not, we think, be expedient to purchase that authority by any further concession.

1814 *Poona, 23rd July, 1814 (1814, P. D. 414)*

Mr. Elphinstone, Resident at Poona to Francis Warden.

*Delay
deprecated*

I have the honour to receive your letter dated the 16th instant and shall take an early opportunity of applying to the Peshwa for the security required by His Highness the Gaikwad.

I concur with the Resident at Baroda in hoping that this question may occasion no delay in the delivery of the fort of Ahmadabad to the Peshwa, as I am certain His Highness would think it very unreasonable if the Gaikwad's distrust were to exclude him from his own territory, which was so long confided to the Gaikwad's hands. His Highness would be the less satisfied with such a proceeding, as he had announced his intention of resuming Ahmadabad many months before the farm was ended, expressly for the purpose of obtaining possession on the day when the lease should expire and thus avoiding disputes of the nature now alluded to.

1814 *Poona, 1st August, 1814 (1814 P. D. 414)*

Mountstuart Elphinstone to Francis Warden.

*Peshwa
amenable*

I had yesterday an interview with the Peshwa, at which there was a good deal of discussion on the subject of His Highness the Gaikwad's affairs.

I first mentioned the claim of the Gaikwad State to be reimbursed the amount it had expended for the Peshwa on Ahmadabad since the termination of its lease. The Peshwa said this was a mere matter of account, and that if the Gaikwad accounted to him for its collections since that period, he would not scruple to pay its legitimate charges. It would be convenient if I were furnished with a statement of the expenses in question, which I might lay before His Highness.

I next urged the Peshwa to direct a strict examination of the respective rights of His Highness's Government and the Gaikwad in the town, province and dependencies of Ahmadabad; such a proceeding, I said, could alone prevent indefinite claims on both sides, which would occasion perpetual disputes. The Peshwa having professed his ready assent to this proposal, I proceeded to recommend that he should select no officer for the government of Ahmadabad who was on bad terms with the Gaikwad, or whose disposition was likely to occasion disagreement; and finally that the officer, who was sent thither, should be instructed, when any dispute did arise, to forbear increasing it by a personal altercation, and to refer to Captain Carnac, who would adjust it without prejudice to either party. To this also the Peshwa fully assented.

Bombay minutes, 16th July.

Ordered that a copy of the preceding letter be forwarded *Orders* to the Resident at Poona with a request that he will be pleased to exert his good offices in removing any difficulties which may occur in granting security for the expenses incurred by the Gaikwad on account of Ahmadabad subsequent to the expiration of his lease.

Baroda, 8th August, 1814 (1814, P. D. 414)

1814

J. R. Carnac to Francis Warden.

1. I have the honour to acknowledge the receipt of your *Proposals* dispatch dated the 21st of last month, transmitting copies of correspondence with the Resident at Poona, and desiring me to furnish Government with my unreserved sentiments on the different points to which these communications relate.

2. The sketch, which Mr. Elphinstone has given of the relative authorities of the Gaikwad and Peshwa in Ahmadabad, conforms with the practice of Government hitherto subsisting. On the division of territory consequent to the treaty with Damaji Gaikwad the city of Ahmadabad became subject to the Peshwa's authority generally, the Gaikwad enjoying an equal participation in the revenues of the town and in the administration of justice. A place of residence was allotted for the local managers of each Power under the denomination of haveli (which are inner places of defence attached to the fort itself), and the charge of one gate out of twelve devolved on the Gaikwad Government. The division which took place in the pargana of Pailad conformed to the system frequently practised by the Marathas in their conquests, when acting as a confederate body. No line of demarcation to distinguish a partition of territory, but a participation of rights and privileges in the karbhar [*management*] of a pargana and a selection of

its villages, as it suited the interests, or was influenced by the inequality in power of the parties sharing in the division.

3. The operation of this system is remarkably apparent in the Petlad district, where an intermixture of authority pervades every portion of it. The situation of the other mahals of the Peshwa dependent on Ahmadabad is also inconvenient, some being almost separated from the mass of his possessions, while others are completely insulated either by those of the Company or Gaikwad.

4. Distinct authorities, acting in a small compass, will naturally engender irregularity, unless a plan is previously established, which would ensure a prompt and cordial co-operation between them. How far it is likely that a disposition can exist between the Native Governors to assimilate their ends, we need only recur to the circumstance of recent irritation and to their enmity in former years as abundant proof that, in place of contributing to the consummation of general good, a systematic course of provoking conduct will most probably be pursued.

5. Such proceedings are fatal to the prosperity of the country and subversive of every institution by which its tranquillity can be secured. It is to provide against these evils that parties exercising a control should be subject to an authority which can mediate without the imputation of being biassed or interested, and to which each may look as the common friend of his Government.

6. The general interests of Gujarat however, independent of any other cause, require consistency in the parties to whose Government it is subject. The society in a considerable part of the country demands a constant perseverance in maintaining those checks, which long experience of its nature has proved to be indispensable: and without unity of action it will be in vain to hope for the continued suppression of those excesses which, even on the introduction of our authority, it was found so difficult to restrain. The Peshwa would find it to his substantial interests to adopt the system now existing; the Gaikwad needs no inducement from the distressed state of his government to maintain such a system: and the Company, exclusive of regard to the good of its allies, has a powerful incentive to the preservation of order for its own individual interests in this country.

7. The question then is reduced to what appears most eligible for the general advantage. If the Native Governments were to be relied on for mutual exertions, and neither jealousy nor an immediate profit at certain eventual detriment governed their conduct to each other, there would be no reason to apprehend unfavourably or to suggest any subsidiary arrangement. But nothing induces me to look forward with expectation, when past times are reviewed, or due consideration allowed to present feelings. The character of the Native Governments and of the people, who are employed in charge of mahals, farmed at a specific price, and often subject to every species of extortion and injustice, is also

worthy of being noticed, when we contemplate the contingency of their being left exclusively to their own discretion. In the instance now under discussion can we anticipate the due qualities of a subah in the person of a man who has discharged the menial duties of a body servant?

Resolutions, 24th August.

Resolved that a copy of the letter from the Resident at Baroda be forwarded to the Resident at Poona for his information as explanatory of the opinions of Captain Carnac in respect to the extent of authority claimed by the Gaikwad Government to be exercised in Ahmadabad differing from the information afforded by the Peshwa's Ministers in the essential point regarding the administration of justice; a question upon which we cannot offer any opinion until we may be favoured with the grounds on which that right is disputed by the Government of Poona, unless, in reference to the Peshwa's to Mr. Elphinstone's letter of the 12th of July, we are to understand that the Gaikwad Minister has not contended for the exercise of any judicial authority in Ahmadabad in favour of his Government, as urged by Captain Carnac. *Difficulty*

The Governor-in-Council entirely concurs in the advantages which would result from adopting the suggestions offered by Mr. Elphinstone in the 4th paragraph of his letter of the 12th of last month in respect to the mode of exercising the rights of the two Governments in the city of Ahmadabad and the surrounding country by constituting the Resident at Baroda the arbitrator in all disputes, which the local officers of the respective Governments may be unable to bring to a satisfactory issue. Should those authorities be dissatisfied with the Resident's decision, an appeal could be made to the Peshwa through the medium of this Government and the Resident at Poona, and under this arrangement His Highness the Peshwa would possess the surest pledge for the security of his just rights and interests.

Poona, 24th August, 1814 (1814, P. D. 414)

1814

Mr. Elphinstone, Resident at Poona, to Francis Warden.

The Peshwa's subahdar being on the eve of his departure for Ahmadabad, I thought it expedient once more to impress on His Highness the necessity of giving such orders as might prevent disputes between His Highness's officers and those of the Gaikwad State. I accordingly obtained from His Highness a renewal of his promise that all differences should be referred to Captain Carnac, and an order to his subahdar to forbear from all interference in Kathiawar till the questions relating to the treaties made under our guarantee should be finally settled. *Peshwa's promise*

I then told him that the Gaikwad had completed his arrangements for the transfer of His Highness's share of Ahmadabad and would deliver it up as soon as his officers should present themselves, but that Gangadhar Shastri had begged me once more to endeavour to procure a renewal of the farm for the Gaikwad, if it were for only one year,

and at a rent of eight lakhs of Rupees; an offer which appeared so advantageous for His Highness that I thought myself bound to let him know of it. The Peshwa however declined the offer in the most pointed terms. He said he had given up his share of Ahmadabad with great reluctance at first for the sole purpose of obliging the British Government; that he had looked forward ever since to recovering it; and that he should be an object of derision to other Powers if he gave up a plan of ten years' standing for a trifling pecuniary profit, or changed his mind to oblige Gangadhar Shastri, after he had withstood the wishes of the British Government who were his best friends.

1814 *Bombay*, 30th September, 1814 (1814 S. D. 287)

Francis Warden to John Adam.

*Summary of
events*

The Right Hon'ble the Governor-in-Council has refrained from reporting to His Excellency the Right Hon'ble the Governor-General-in-Council the correspondence that has ensued between this Government and the Residences at Poona and Baroda, on the subject of obtaining a renewal of the farm of Ahmadabad in favour of the Gaikwad, as no proceedings have occurred which appeared to require the interposition of His Lordship's authority; but, as the endeavours to obtain that object have proved unsuccessful, I have the honour to communicate to you for His Lordship's information a detail of the progress and result of those negotiations, as a sequel to my dispatch of the 13th of January.

2. Gangadhar Shastri, of whose deputation to Poona His Lordship has been informed, from the first entertained but little expectation of being able to negotiate an adjustment of the pecuniary claims between the two States without the interposition of the British Government, unless by means of bribery, to which he had no intention of resorting. At the same time he thought it requisite that the Gaikwad should make such an offer to the Peshwa as might afford him the option of adjusting matters without a reference to arbitration. Upon this question it is only necessary to add for the present that by the last letter, received from the Resident at Baroda, Fatesing had manifested no disposition to make any specific offer for a compromise with the Poona Government, but under a denial of the justness of the claim, which nothing but the interference and power of the Company induced Fatesing to admit of being discussed, he appears determined to confide in the justice of the British Government, under a conviction that the consequences of his intimate alliance with us will never prove injurious to his just rights.

3. With respect to the farm of Ahmadabad, the Shastri seemed disposed to oppose its restoration at the expiration of the term of the lease, on the ground of ambiguity in one of the articles of the last lease, and hoped to prevail upon the British Government to insist peremptorily upon its renewal. On finding however that Mr. Elphinstone very properly persisted in the determination to use no other means than those of fair persuasion for the attainment of the object, the Shastri resolved upon the plan of combining the renewal of the

lease with the payment of a compensation of the Peshwa's demands, depending upon Mr. Elphinstone to endeavour to convince the Peshwa of the advantages of the proposed measure.

4. The result of the interview, which the Resident at Poona obtained of the Peshwa on the 10th of May, has been fully reported to His Lordship in Mr. Elphinstone's dispatch.

5. His Lordship will have observed that His Highness's principal objection to the renewal of the farm appeared to be founded upon the discredit arising from his permitting another Prince to govern his territories, the chance of its being forgotten that he had any right to govern there himself, and on a belief that an advance might be made on the annual revenue under his own management. It was understood also that the Minister had hopes of procuring the farm for himself. These objections appearing insuperable, and His Highness being anxious for the resumption of the territories on the expiration of the lease, the necessary orders have been issued for their surrender to an officer appointed to receive charge.

6. The Governor-in-Council entertains no doubt that the Peshwa will be prevailed upon to confirm the decennial engagements, concluded by Colonel Walker with the Chieftains of Kathiawar in 1807, combined with an arrangement for conducting our future intercourse with the Peshwa's officers in charge of His Highness's share of Ahmadabad through the agency of the Resident at Baroda; which cannot fail to remove all these difficulties and evils which would have flowed from the divided control over that capital and its dependencies being exercised by the native officers of the two States respectively, uncontrolled with reference to the Peshwa's representative by the superintendence of the British Resident at Baroda; by whose opinion and advice it is proposed that any disputed point shall be regulated in the first instance, the privilege of appealing to the Peshwa through the channel of this Government and the Resident at Poona being exercised by his Highness's officer in all cases in which he may find grounds to object to the determination of the Resident at the Gaikwad Darbar.

7. In the early stage of these proceedings a discovery was made by the Resident at Baroda that Sitaram Raoji, the late Diwan of the Gaikwad Government, had deputed a servant named Govindrao Banduji to Poona to counteract and defeat the objects of the Shastri's mission. This circumstance having been communicated to the Resident, the correctness of the information with respect to Banduji having actively interfered in the affairs at Poona was ascertained by Mr. Elphinstone, who found that Govindrao had frequent interviews with the Minister, had been most diligent in opposing the Shastri's negotiations, and had even produced a letter purporting to be from Fatesing Gaikwad, disavowing the Shastri's mission.

8. The proceedings having been made known to the Resident at Baroda, he thought it necessary to communicate with Fatesing on the subject, who not only disavowed the improper proceedings of Banduji, but earnestly required that the person of Banduji should be apprehended, and that he should be brought to punishment.

9. Under these circumstances Captain Carnac conveyed the request of His Highness Fatesing that the Resident at Poona might be authorised to make a formal application for the person of Govindrao Banduji, and that he would institute the necessary inquiries into his conduct, previous to his being sent to Baroda.

10. The Resident at Poona has not however thought it expedient to make this demand, as Gangadhar Shastri had strongly objected to the measure; and Mr. Elphinstone concurred in his principal reason, that it would be almost impossible to bring any proofs of Banduji's guilt, sufficient to secure the fulfilment of a demand for the seizure of his person.

11. It has however become necessary to place the person of Sitaram Raoji under some degree of restraint, to which the Governor-in-Council has been induced to consent at the earnest desire of Fatesing Gaikwad. Upon this subject however the Governor-in-Council proposes to address His Lordship by a future opportunity.

12. I have the honour to enclose copy of a dispatch from the Resident at Poona, dated the 21st of September, submitting the terms on which it was contemplated to make one more effort to obtain the farm of Ahmadabad concurrently with the object of adjusting the long pending claims between the two States, and of the reply of the Governor-in-Council to that proposition.

1814 *Baroda, 3rd October, 1814 (1814, S. D. 288)*

James R. Carnac to Francis Warden.

*Shastri's
proposal*

1. I have the honour yesterday evening to receive your dispatch dated the 23rd ultimo, enclosing copies of a letter from the Resident at Poona and of the reply from the Government to that officer.

2. Immediately previous to the departure of His Highness Fatesing to the Nerbada, I had an interview with him, the result of which was his consent to the proposition of Gangadhar Shastri under the concurrence of Mr. Elphinstone, provided the farm of Ahmadabad became subject to the Gaikwad for a further period of 6 years. His Highness explained that there were many considerations respecting Ahmadabad, which induced him to make sacrifices for its continuing subject to the control of this State. At the same time he observed that, having given full powers to Gangadhar Shastri in whose services he placed every confidence, he was willing to leave the question entirely to his judgment, aided by the advice of the Resident at Poona.

3. The sudden arrival at Baroda of the Peshwa's officer to receive charge of Ahmadabad very reasonably induced Fatesing to conclude that no change would be effected in the sentiments of the Poona Darbar. The impatience of the people from Poona has been strongly testified, and I am sorry to say that their language and manner on the occasion were unbecoming. Considering however that those who have made their appearance are obviously men whose former condition in life may extenuate such conduct, their arrogance has been overlooked as a mark of attention to the Government which they serve.

4. Some unavoidable delay (only a few days) has taken place by the transmission of final orders to the Peshwa's mahals to prepare for their being immediately released; which, together with the departure of Fatesing to the Nerbada, seems to have displeased the persons about to proceed to Ahmadabad. The release notes however have been prepared, and they are apparently satisfied with my assurances of being dispatched with a gentleman of my family immediately on Fatesing's return.

Bombay remark.

Ordered that a copy of the above recorded letter be forwarded to the Resident at Poona for his information, acquainting him that this Government has no observation to offer on the subject of the proposition of Gangadhar Shastri at present, in addition to those which are contained in the Chief Secretary's letter to him of the 23rd of last month. Ordered that the receipt of the letter above recorded be acknowledged, and that copies be sent to the Governor-General and Supreme Government.

Baroda, 12th October, 1814 (1814, S. D. 288)

1814

James R. Carnac to Francis Warden.

I request you will advise Government that in pursuance of a letter from Mr. Elphinstone, copy of which I have the honour to submit, His Highness Fatesing Gaikwad granted the sodehitis for the Peshwa's territories under Ahmadabad, inclusive of that city. *Release of farm*

2. According to the intimation conveyed in my letter, dated the 3rd instant, a Gentleman of my family will proceed to-morrow with the Peshwa's officer to the fort of Ahmadabad, delivered up according to our engagement with the Peshwa's Government.

3. The people, who have been deputed from Poona, having never before been employed in Gujarat, are even ignorant of the actual territories of the Peshwa. I have explained to them the nature of our bhandari to the tributary Chiefs, and they have consented to await specific orders from Poona, either that the Peshwa commits his interests in these States to my control, or that he resumes his own authority, which I presume will be subject in such a case to all the provisions of our public obligations.

4. The parties having insinuated that in any eventual opposition from the tributary Chiefs they looked to our assistance, I explained that this was a matter which did not require discussion until the Peshwa had decided on the means of realising his rights; but that I was not aware of any stipulations in the treaty with the Poona State, leading them to form expectations of the aid of the British Government in the internal administration of his Government.

5. I beg you will submit the expediency of some decision being made relative to the situation of the tributary States to our Government, and that of Peshwa.

No. 1. Letter from M. Elphinstone to James R. Carnac, dated Poona, 23rd June.

*Release
promised*

This will be presented to you by Trimbakrao Lakshman, the officer deputed by His Highness the Peshwa to receive charge of His Highness's share of Ahmadabad from the officer or the Gaikwad Government.

As the Gaikwad's agreement to restore this possession at a period already past, is guaranteed by the British Government, I have taken it upon myself to assure His Highness the Peshwa that no delay will take place in the restoration after this letter shall have been presented to you.

P. S. Since the conclusion of the above letter and the dispatch of the duplicate I have received information that the name of the officer deputed to Ahmadabad is Rao Lakshman and [not] Trimbakrao as I was at first erroneously informed.

1814 Baroda, 27th October, 1814 (1814, P. D. 414)

James R. Carnac to Francis Warden.

Surrender

I have the honour to report that the fort of Ahmadabad was surrendered to the charge of the Peshwa's officers on the 23rd instant, being the festival of the Dasara.

Previous to the introduction of His Highness's authority, the Gaikwad [officer] prepared and submitted a paper explanatory of the rights and privileges of the Gaikwad in the administration of its affairs at Ahmadabad.

In submitting a translate of this paper, I have to report that ensign Jervis states to me that no objections were advanced by the Poona authorities to the articles therein specified, they merely observed that the same privileges, the Gaikwad enjoyed during former times, would hold good at the present day.

Paper drawn up by Kusbaba Mama, explanatory of the rights and privileges of the Gaikwad in the administration of affairs at Ahmadabad.

*Gaikwad
privileges*

The Gaikwad to have two beraks on the Raipur and Jamalpur Gates, one on each; and the keys of these gates to remain in the hands of the Gaikwad authorities.

That all troops, their attendants, etc. belonging to the Gaikwad be permitted to pass through the Raipur Gate adjoining the Gaikwad fort, provided they be attended by a jasus from that Government.

That a sepoy from the Gaikwad Government remain in each of the 17 chabutarahs of the city.

That, should either the Peshwa or Gaikwad officers require the attendance of any person, a karkun and sepoy from each party proceed to summon that person. In like manner, if any

person is to be released from confinement (the consent of both authorities being obtained for that purpose), the officers of each party proceed to release him.

That regard be had to the convenience of the merchants, officers, etc. belonging to the Gaikwad Government, whose habitations are dispersed in various quarters of the city.

That any sums arising from the taxes collected in the city and also the profit in the mint, arising from reducing foreign coins to the standard of this place, be equally divided by the Peshwa and Gaikwad authorities in the presence of a karkun and sepoy from each party.

That the thanas, villages, meadow-grounds, etc. belonging to the Gaikwad fort be in no way molested by the Peshwa's servants.

That causes, preferred in the Court of adaulat, be decided by the consent of both authorities, a karkun and sepoy being always present in that court on the part of the Gaikwad.

That any servant of the Gaikwad, proceeding on duty to the different villages in the Ahmadabad District, be permitted to pass through the gates at all hours of the day.

All persons desirous of taking up their abode in the city are to obtain the consent of both authorities for that purpose.

The consent of both authorities to be necessary for the [*appeal to*] any force.

Free admission to be allowed to all servants of the Gaikwad and their attendants to visit the Peshwa's fort, a similar privilege to be granted to the servants of the Peshwa and their attendants to visit the Gaikwad fort.

No obstacles to be made by the Peshwa's officers, while the Gaikwad karkuns are collecting the revenues in the different parganas.

The subahdars of each Government are mutually to exert themselves in promoting the welfare of their subjects.

The artificers inhabiting one half of the city to be allotted to the use of the Peshwa's officers; those of the other half to be allotted to the Gaikwad.

Should any force of the Peshwa's proceed on the mulukgiri in Kathiawar or the Panch Mahals, it will be careful to commit no injuries to the possessions of the Gaikwad on its way to those quarters.

The troops of the Gaikwad to possess as formerly the fortified house of Sidi Salim.

Minutes, 9th November.

Ordered that a copy of the preceding dispatch be sent to the Resident at Poona for his information, as explanatory of the rights and privileges of the Baroda Government in the administration of affairs at Ahmadabad. *Orders*

Section B. KATHIAWAR DISPUTE

On the occasion of Walker's mulukgiri settlement in Kathiawar in 1807 the Peshwa's official approval had not been sought for. The result was that with the withdrawal of the Ahmadabad farm, which included the collection of the mulukgiri tribute in Kathiawar, dissensions arose between Poona and the Bombay-Baroda Governments about the Peshwa's right to send a force into Kathiawar to levy the tribute.

1813 *Bombay, 9th October, 1813 (1813, P. D. 401)*

Francis Warden to James R. Carnac.

Poona impatient I am directed by the Right Hon'ble the Governor-in-Council to transmit for your information the accompanying copy of a dispatch from the Resident at Poona, dated the 24th ultimo, on the subject of the claim of His Highness the Peshwa upon the Gaikwad Government, by which you will observe that the Court at Poona has begun to show some impatience for an adjustment of accounts.

2. Aware of the difficulty of giving satisfaction to both parties, the Governor-in-Council is desirous, if possible, of putting the business in such a train of adjustment as would prevent the necessity of the arbitration by the British Government; and with this view he has directed me to call upon you to state whether or not the Gaikwad Government has relinquished the design of deputing Gangadhar Shastri to Poona for the purpose of concluding an arrangement with the Poona Darbar.

No. 1. Mountstuart Elphinstone to Francis Warden, dated 24th September, 1813.

Peshwa's claim I have the honour to enclose a statement which has been delivered to me by the Peshwa's Minister, accompanied by a request that I would submit it to the Right Hon'ble the Governor with a view to its adjustment with the Government of Baroda.

It is alleged that certain sums out of the revenue of Ahmadabad, which were formerly assigned to the temple of Dwarkanath, have been otherwise applied by the Baroda Government for the last nine years; and although the lapse of so long a period affords some presumption as to the incorrectness of this account, it may yet be thought proper to institute an inquiry into the real state of the case and to afford redress by a restitution of the property, if it should appear to be due.

Memorandum of the annual establishment fixed for the pagoda of Shri Dwarkanath.

Permanent allowance	...	..	..	Rs. 1,000	<i>Pagoda payment</i>
The tulsi worship	..	...	..	140	
Gorishankar Brahman	..	..	..	300	
Charities for the pagoda and others Rs. 1000;					
one half of which is payable by the Gaikwad State	..			500	
Charities to Shri Wamendra Swami on the bank of the Gomati river					
	..	..	..	250	
				Total Rupees	2,190

The above establishment of 2,190 Rupees was paid from the district of Ahmadabad, to which the charge is annexed; but no payment having been made to the said pagoda, from the year 1201 to that of 1209, being 9 years, and the same being still due by the Gaikwad, the managing Brahmans of the revenues of the said pagoda have addressed letters on the subject to His Highness the Peshwa at Poona, who has in consequence directed that the Gaikwad be called upon to pay the amount, due by it, to the said pagoda for the period already mentioned. A letter is therefore requested on this subject to the Resident at Baroda.

No. 2. Minutes, 30th October.

Ordered that a copy of the preceding dispatch relating the establishment fixed for the pagoda of Shri Dwarkanath, alleged by the Peshwa's Minister to have been formerly paid out of the revenues of Ahmadabad, be referred to the Resident at Baroda with instructions to report the circumstances in the first instance and to state his opinion what may be proper to be done.

Baroda, 17th June. 1814. (1814, P. D. 413)

1814

James R. Carnac to Francis Warden.

4. Calculating on the Peshwa's authority being introduced into Gujarat, it is proper that at this juncture I should offer suggestions as connected with our future intercourse with His Highness's servants, in order that the necessary steps may be taken at Poona in the event of these suggestions meeting the approbation of the Governor-in-Council. *Proposed measures*

5. The immediate proximity of the possessions of the Company and Gaikwad to those of the Peshwa must lead to frequent communications. The state of society in that part of Gujarat (under the change which the present system may undergo) will also afford ample cause for the redress of complaints from all parties. Under such circumstances I submit at this early period whether the medium of communication with the Peshwa's authorities is to be vested in the Resident at Baroda, or that these authorities are at liberty to have an indiscriminate intercourse independent of any communication to this Residency. In the event of its proving expedient to adopt the former plan, it will be

requisite that the Peshwa's officers be made clearly to understand their relative situation with other authorities; and that I am honoured with full instructions from Government for the guidance of my own proceedings, a precaution which, I trust, will be considered indispensable, when the division of powers in this country is susceptible of leading to disagreeable altercations and perhaps serious misunderstanding, unless provided against by restrictions for general observance.

6. It will at the same time be prudent, if, on the transfer of the authority of the Peshwa to His Highness's servants, it is understood that the political relations, I mean as far as regards any external intercourse, their views or proceedings are to be made known to the authority at this Residency. To this confidence the subsisting treaty entitles the British Government; but it becomes more urgent and imperious from the intermixed state of the possessions in this province, by which the measures of one party cannot fail of affecting the interest of all. Taking into consideration also that by the treaty of Bassein the British Government is bound to protect the territories of the Peshwa against foreign aggressions without any reservations, the suggestion above submitted will be found more applicable. Indeed from the nature of our intimate connection with the Peshwa as well as of that with the Gaikwad, I am not aware that the interest of the two States, either considered individually or as conjointly, imposing upon us the discharge of certain stipulations, can be effectually attended to in Gujarat, unless both have one and the same authority to recur to, in the first instance, on the part of the British Government. The same reasoning appears to my judgment to apply to the internal concerns of the two States, in as much as they effect each other or ourselves; and it becomes more forcible from the domestic concerns of the Gaikwad being committed to my control and supervision.

I have also to submit that, as our engagements to the Chiefs of Kathiawar do not cease for a further period of 4 years, the Peshwa may be induced during that term to respect them; an acquiescence on the part of His Highness is necessary to our own honour and the advantage of the Poona State and its tributaries.

President's minute, 30th June.

Kathiawar

Ordered that a copy of the preceding letter be forwarded to the Resident at Poona, relating to the resumption of the management of the farm of Ahmadabad by His Highness the Peshwa, with notice that, as it must be in every point of view extremely desirable that our engagements with the Chiefs of Kathiawar, to which Captain Carnac has adverted in the concluding paragraph of his letter, should be respected, the Governor-in-Council relies on his best endeavours to effect such arrangements as may be practicable to secure that object.

However incautiously, in respect to the time of their duration, the agreements alluded to have been made, their fulfilment seems to be essential to the support of our national character, which must in some degree suffer if they should be disregarded.

With regard to the suggestions made by Captain Carnac of the expediency of his being made the channel of intercourse between the Peshwa's authorities in Ahmadabad and those of Baroda, the Governor-in-Council is not aware of the absolute necessity of such an arrangement, concluding that from the nature of our present relations with the Gaikwad State any communications, received by the authorities at Baroda, would be made known to the British Resident, whose opinion and advice would be required for the regulations of the measures which might in consequence be adopted. *Plan rejected*

Ordered that the Resident at Baroda be advised of the preceding resolution.

Baroda. 10th July. 1814 (1814. P. D. 414)

1814

James R. Carnac to Francis Warden.

2. Under the concurrence of Government to the extreme eligibility of our engagements with the Chiefs of Kathiawar being repeated on the introduction of the Peshwa's authority into this province, it occurs to me to submit the possibility of an arrangement, by which this desirable object can be secured consistently with the practice formerly observed by the Poona State. It consists in the Peshwa farming to the Gaikwad his rights in Kathiawar according to what was done during the subahdari of Shelukar and some of his predecessors in office. To this arrangement the Peshwa can have no reasonable objection from having adopted it before without particular solicitation; and as the British Government possess no inconsiderable interest in the measure from the cause above adverted to, it is presumed that His Highness would show a becoming courtesy to its wishes on the present occasion. *Kathiawar scheme*

3. In reference to the 2nd paragraph of your letter under reply in justification of the time of duration in the engagements with the Kathiawar Chiefs, it is but reasonable to advert to the impressions, under which they were obviously contracted. The impolicy acknowledged by the authorities in India and pointedly expressed by the Hon'ble the Court of Directors of not obtaining a renewal of the farm of Ahmadabad by our influence with the Peshwa, under the ample grounds of exerting that influence, if His Highness was alive to his own substantial interest or to a grateful sense of the benefits he had received from the British Government, naturally engendered a conviction that no such result as that recently experienced could have been possible. Such sentiments were natural under the supposed deference of the Peshwa for the well-known wish of his efficient and faithful ally. These inferences on the other hand are supported by the engagements in question being confirmed by the British authority.

4. Local causes also require the extension of the period to a decennial engagement. Kathiawar at the time of Lieutenant-Colonel Walker's proceeding to that country was in a state of disorder, the Chiefs reduced by a heavy and indefinite contribution to a condition of comparative poverty, the lands neglected, and its resources rapidly declining, not only to the extreme disadvantage of

the Gaikwad in its tributary levies, but exposed under such a picture of confusion to the consequences of an anarchy, which in its effects would not be isolated to the quarter from whence it originated.

5. To give confidence therefore to the Chiefs and to allow a latitude in their future fixed payments, which held out the prospect of emancipation from their existing distress, it became an object of necessity as much as a consideration of policy to protract the engagement to the years for which they operate at present, and their fulfilment is essential to the support of our national honour, to the cause of humanity and to the general welfare of the province of Gujarat.

6. With respect to the concluding part of your dispatch, it is proper I should explain that the suggestions submitted emanated from the belief that the Peshwa's officers in their intercourse particularly with the Company's officers with proximate territories to Ahmadabad would prove more efficient by having one authority as the medium of communication than being subject to the calls of various officers. I mean that the system operating with the Gaikwad in its relative situation with the Company in Gujarat would apply with good effect perhaps in our connection with the Peshwa's territories, or any other plan by which a determinate channel is established.

Minutes, 28th July.

Orders Ordered that a copy of the preceding letter be forwarded to the Resident at Poona for his information, calling his attention in particular to the arrangement suggested in its 2nd paragraph or the Peshwa's farming to the Gaikwad his rights in Kathiawar as was the case formerly.

1814 *Poona, 12th July, 1814 (1815, P. D. 414)*

Mountstuart Elphinstone to Francis Warden.

Kathiawar treaties The Right Hon'ble the Governor may depend on my exertions to procure the ratification of the Kathiawar treaties; which seems essential to the maintenance of the national reputation. Besides the communication which I formerly made on this subject to the Peshwa, I have had a conversation on this with the Minister, in which I said that this was a point which we must carry, and that I hoped it would not injure the Peshwa's own interests to afford us this proof of his friendship. The Minister said that, if the treaties were made in a spirit of good faith by the Gaikwad, they could not be otherwise than advantageous to the Peshwa, who was entitled to a fixed share of all the tribute the Gaikwad obtained by them; but that he understood the Gaikwad had in some cases (or in all cases) compounded with the petty States for a small tribute, on condition of a secret payment to himself, in which the Peshwa would not be admitted to share.

To this I answered that such a proceeding would give the Peshwa a claim on the Gaikwad, but none on the tributaries, who could not be required to pay twice, because their tribute was embezzled by the Peshwa's agent; that His Highness could therefore have no objection to ratify the treaties, and (if contrary to my belief) any stipulation,

such as he alluded to, had been made by the Gaikwad, it must be known to us, who guaranteed the treaty; and he knew our Government too well to suppose it would conceal such a transaction or allow the Gaikwad to retain the money so unjustly acquired.

It would facilitate my proceedings in this affair if I were furnished with copies of the treaties to submit to His Highness for his acceptance.

Bombay minutes, 21st July.

It is earnestly hoped that the influence the Resident possesses will have its due weight with the Peshwa in obtaining his assent to the fulfilment of the engagements made with our concurrence in Kathiawar, in which, indeed, our public character is in some degree involved. In case the Gaikwad Government should have obtained any gratuity for the granting of the leases alluded to, which we are unwilling to suppose to have taken place, the Peshwa is certainly entitled on every principle of justice to a participation; and we shall endeavour to assist in ascertaining how far those concessions have actually been made. The principles, which regulate our conduct in this occasion towards His Highness the Peshwa, should be extended to the petty States, in case any engagements, which may have been made with them by the Gaikwad, should not be completely fulfilled.

Bombay minute, 21st July.

The treaties to be found among the Records, which may regulate the rights of the two States, should immediately be communicated to Mr. Elphinstone for his information.

Poona, 1st August, 1814 (1814, P. D. 414)

1814

Mountstuart Elphinstone to Francis Warden.

I afterwards introduced the subject of the engagements with the Chiefs in Kathiawar, and availed myself of the [*opportunity*] to remove the Peshwa's apprehensions of unfair dealing on the Gaikwad's part, on which His Highness promised to confirm the engagements which we had guaranteed, unless they should be found seriously detrimental to his State. Before this can be done, it will be necessary for me to present those engagements to His Highness in their original language; and I beg to be furnished with copies for that purpose. I next suggested to His Highness's consideration the means to be adopted hereafter for ensuring the collection of the tribute of Kathiawar, and pointed out the great danger he ran of losing it altogether from want of an adequate force on the spot and from dissensions between him and the Gaikwad. I told him it would be well to guard against these evils by the early adoption of some prudent arrangement, and suggested the expediency of allowing the Gaikwad to farm the tribute in question. The Peshwa answered that he would consider on the subject and give me an answer as soon as he had come to a clear understanding of it.

Baroda, 8th August, 1814 (1814, P. D. 414)

1814

James R. Carnac to Francis Warden.

8. In reference to the subject of the Peshwa tributaries, the remarks of Mr. Elphinstone are perfectly correct. Both in the

Mahi Kantha and in Kathiawar His Highness derives a revenue equal in the aggregate to that enjoyed by the Gaikwad. It is in these principalities that, where the one receives khundni, the other derives ghasdana. But certain places are more immediately subordinate either to the Peshwa or Gaikwad; for instance, Limdi in Kathiawar to the former, and Morvi to the latter; the tributary province of Jhalawar generally to the subah of Ahmadabad, and Kathiawar proper to the Gaikwad haveli in that city. Both parties used to equip forces for the realization of their own mulukgiri dues, and thence the countries were alternately liable to the ravages of two Maratha armies. It was this cause, which humbled a flourishing country, to which nature was bountiful in her gifts, and having reduced its Chiefs to a comparative state of indigence, compelled them to resort to rapine for subsistence. Each village followed the example of its superiors, and large bodies of horsemen plundered to the gates of Ahmadabad and to the Mahi River with impunity. Gujarat in its turn became a prey to misery and misfortune, but the greatest sufferers were those who possessed permanent property. Such evils did not affect the sarsubah in his temporary authority; he redoubles his vigilance to realise the revenue from the plundered districts, that the consequences of his own policy to the tributary Chief should not despoil him of his anticipated harvest.

9. It was to remedy this chaos that the Company's Government, actuated by a spirit of benevolent philanthropy, undertook in the general reform of the affairs of this Government to introduce a determinate system for Kathiawar. The impoverished condition of that country required that the heavy demands of the Native Government should be abated, that hopes might be cherished of its renovation. Encouragement was given to the Chiefs by the pledge of our protection, and in obtaining the shelter of the Company's Government they felt themselves no longer exposed to the destructive influence of a Maratha incursion.

10. It is these abatements to which the Peshwa Minister alluded, and artfully applies the loss of his Master to a fraudulency in the Gaikwad. The plan of relieving a tributary for an indefinite or remote advantage is repulsive to the character of the Maratha, who looks upon such a dependant as a fit object for sacrifice, when his power can encompass it. The tributary on the other hand readily pays his quota (the dues to the plunderers to be freed from the destroyer of his country), and is always prepared to resist his encroachments by force.

11. This description is given with a view of showing that, unless Colonel Walker's system is maintained, things must revert to their former state of anarchy. Our public engagements to the Kathiawar Chiefs at the same time could not be upheld, unless the Peshwa is liable to the restrictions which they impose; and whatever may be overdiligence in urging His Highness to an observance of what essentially is good and necessary for the advantage of all, it is obvious that his acquiescence cannot be dispensed with without risking the public faith which has been pledged.

12. I shall not trouble Government with observations at much length on the change which the introduction of the Peshwa's authority, independently exercised, might effect on the general principles hitherto operating in this province. It is only necessary to look at the present condition of Gujarat, as contrasted with that of a few years back, to prove the efficacy of the existing system; and if it is possible to preserve it from interruption, there can be no question of the humanity and expediency of the measure. I am not aware that any means can be more conducive to this end than the proposal which has proceeded from Mr. Elphinstone in respect to the Kathiawar Chiefs. I should hope that it would be in my power, provided the Peshwa's subah did not interpose, to obtain payment of His Highness's dues in Ahmadabad or Baroda; for since the period of tributaries receiving our bhandari, there has not been a solitary instance of payment of the stipulated tribute by the intervention of force. The Gaikwad retains an army in that country, the headquarters being chiefly within a portion of territory belonging to his Government; its presence is useful to overawe petty marauders, to prevent commotions between the different Chiefs, or to give countenance and protection to the well disposed.

13. The arrangement submitted by the Resident at Poona would in many respects prove extremely advantageous to the Peshwa. His Highness should consider the trouble and expense incurred by his subahdar realising mulukgiri dues from such places of strength as Palanpur and Modasa in the Mahi-Kantha division. As I have before remarked, where one Government receives ghasdana, the other enjoys the khundni, but the trifling amount of the former is comparatively nothing to the injury sustained by the rapacity of a predatory army, and is promptly discharged. The case however would be different with the Peshwa's tribute, and the Chiefs would recur to their former habits of disobedience, if aware of our neutrality on the occasion. The expenses of an expedition might exceed the amount of tributary collection; and as some of the Chiefs command the means of a formidable resistance, an instance of success against the Peshwa would be followed by universal opposition.

14. Before I conclude the subject, I should remark that the above observations are submitted under a previous supposition that the Peshwa will not farm his share of Kathiawar and Mahi Kantha to the Gaikwad as on a former occasion. If this could be effected, it is the most eligible plan.

Resolution 24th August.

Upon the 6th paragraph of that letter [Elphinstone's letter of *Mistake* 12th September] the Governor-in-Council has no hesitation in assuring Mr. Elphinstone that the suspicions entertained by the Peshwa's Minister that the decennial engagements, concluded with the Chieftains in Kathiawar, were effected through any undue compromise, involving the payment of any pecuniary consideration to the Gaikwad, are entirely groundless. The amount of tribute was in every instance fixed under a full ascertainment of the

state of the country and the capacity of each tributary, as explained in the reports from Colonel Walker already in the possession of the Resident at Poona. The punctuality, with which the tributes have been paid without the intervention of force in any one instance, [is proof of the wisdom of these treaties], the confirmation of which by the Peshwa the Governor-in-Council anxiously hopes that Mr. Elphinstone will be able to accomplish, as a measure substantially advantageous to His Highness's interests and as connected with the prosperity of the country.

Under the impressions formed by the Peshwa it can hardly be expected that His Highness could be brought to consent to farm his share of Kathiawar and Mahi Kantha to the Gaikwad as formerly; but, if it could be effected it would, as Captain Carnac observes, prove a most eligible arrangement.

1814 *Poona, 15th November, 1814 (1814, P. D. 417)*

Mountstuart Elphinstone to S. Babington.

Claims The writer discusses the Poona claims on Kathiawar, see *Section C, Poona Intrigues*, letter of 15th November, 1814, paras 4-5.

1814 *Baroda, 1st December, 1814 (1814, P. D. 417)*

James R. Carnac to S. Babington.

Confusion in Kathiawar I request you will be pleased to inform the Right Hon'ble the Governor-in-Council that the Peshwa's, officers have forbidden the tributaries to pay to the Gaikwad the arrears of revenue due for two years before the expiration of the Ahmadabad farm. His Highness Fatesing has spoken to me on the subject, and I have received a letter from the person in authority in Ahmadabad, complaining that his control was not allowed to be established in the Peshwa's portion of Kathiawar, though in the city of Ahmadabad and its dependencies no hindrance was given to him.

I have satisfied Fatesing that it must arise from miscomprehension on the part of the Poona people that has induced them to direct no arrears of revenue to be paid; at all events that His Highness's claim until the expiration of the lease was indisputable. In reply to the complaints from Ahmadabad I have informed the acting subahdar that no obstacles on the part of the Gaikwad would be made to the realisation of the Peshwa's tributary dues, and that he ought not to interdict the Gaikwad officers from recovering the arrears to which I have above alluded.

The system however, which the Peshwa's servants are adopting with the utmost exertions in their power, is of course subversive of our engagements to the tributary Chiefs, which guaranteed that in discharging an amount settled as fixed for a period of ten years no further demands or molestation should be offered by the Government to which they were subject.

Having no orders to interpose, I have abstained from doing so; but it is a point worthy of great consideration that means be speedily taken with the Peshwa's officers to ensure an implicit adherence to the

pledge we have rendered. The surest way of accomplishing this desirable object is for the Peshwa to receive his tribute through our hands, otherwise there will be many inconveniences, and the Chiefs will not be indisposed to resist by force the demands of the Poona State, particularly when the fear of our power is removed.

Bombay minutes, 14th December.

Ordered that a copy of the preceding letter be sent to the Resident *Orders* at Poona with a request that he will afford his good offices in promoting the arrangement, suggested by Captain Carnac, of prevailing upon the Peshwa to receive his tribute through our hands, and that the Resident at Baroda be advised accordingly.

Poona, 18th January, 1815 (1815, P. D. 419)

1815

Mountstuart Elphinstone to Francis Warden.

1. At an interview, I had yesterday with the Peshwa, His *Peshwa's* Highness complained of some of his rights in Ahmadabad being *demands* withheld by His Highness the Gaikwad. I requested him to furnish me with a memorandum of the grounds of his dissatisfaction, on which he dropped for the time the other complaints; but he still manifested considerable anxiety on the subject of his share of Kathiawar and Mahi Kantha, of which he earnestly desired to be put in possession. On my reminding him of the wish of the British Government that he should be acquainted with, and should assent to, the agreements it had guaranteed, before he interfered in the affairs of the districts, he declared that he was resolved to pay the most scrupulous attention to those agreements, but that it was now eight months since the lease of Ahmadabad expired, and he began to be uneasy at the detention of the most important part of the province. He did not desist from pressing this subject, until I had repeatedly assured him that the information, which I wished to communicate, should be furnished with the greatest expedition.

2. I beg leave therefore to solicit the attention of the Right Hon'ble the Governor to this point. The papers, which it is most material for me to possess, are copies of the agreements concluded under our guarantee in their original language, and a statement of the tribute payable by each of the Chiefs with the shares due to the Peshwa and the Gaikwad respectively. But I shall be thankful for any information that is thought likely to contribute to the effectual discharge of our engagements or to the prevention of disputes between our allies. When I present those documents to the Peshwa, I shall not lose sight of the desirable object of prevailing on His Highness to receive his share of the tribute through the British Government; but the chance of his compliance will in a great measure depend on the clearness with which I am enabled to show him that the arrangement will occasion no detriment to his affairs and is proposed as much with a view to his interests as to those of the Gaikwad.

Minutes, 20th January.

Ordered that a copy of the preceding letter be sent to the *Orders* Resident at Baroda with instructions to furnish without delay the

information desired by Mr. Elphinstone as detailed in its 2nd paragraph, and the Resident at Poona to be advised.

1815 *Poona, 25th January, 1815 (1815, P. D. 419)*

Mountstuart Elphinstone to Francis Warden.

Settlement

I had yesterday an interview with Sadashiv Mankeshwar, at which that Minister introduced Trimbakji Danglia (the Peshwa's sarsubhadar of Ahmadabad) and renewed with the utmost urgency the Peshwa's request that his share of Kathiawar and Mahi Kantha should be delivered up to him. After a long conversation on this subject I thought it best to bring forward the proposal of the Peshwa's receiving his tribute through Captain Carnac, which I had been anxious to withhold till I should have received the engagements concluded with the zamindars under our guarantee. This proposal was agreed to on the following conditions.

That zamindars should formally acknowledge the Peshwa's authority to the extent and in the forms which had been usual on similar occasions.

That the Peshwa's sarsubhadar should be put in possession of the garrisons belonging to this Government in Kathiawar and Mahi Kantha, promising to maintain small garrisons, and not to interfere in any shape with the people of the country.

That the sarsubhadar should not interfere in any shape with the zamindars, but should receive his tribute (as fixed by the ten year's settlement) from the British Resident at Baroda.

That any other arrangements, necessary to fulfil the engagements of the British Government, should be attended to on the suggestions of the Resident at Baroda.

That at the expiration of the decennial settlement, guaranteed by the British Government, the Peshwa should be at liberty to recur to the former system of proceeding with regard to Kathiawar and Mahi Kantha.

Some desire was shown that a person should be present on the part of each zamindar, while his tribute was paying by the Resident, so as to keep up the impression of his connection with the Peshwa. This point however did not appear likely to be insisted on, and it does not seem of much consequence whether it is or not.

After these terms had been discussed, I said that it was obvious that the British Government was charged with the trouble and expense of enforcing the Peshwa's claims without any advantage, except the certainty of having its engagements fulfilled; that I had suggested this plan in the belief that the Right Hon'ble the Governor would be desirous to secure the faith of this Government even at this price; but that I could not enter into an engagement to do so without consulting him. The Minister answered that he should wait the Right Hon'ble the Governor's decision, but hoped, if the arrangement were

not approved, that the Peshwa would immediately be allowed to enter on his right, to the reasonableness of which expectation I agreed.

The Minister then brought forward some complaints about Ahmadabad and read a letter from the person in charge of the Peshwa's interests in that city, in which he spoke thankfully of the conduct of the British authorities towards him, but complained of some infractions of former custom of the Gaikwad. I promised to inquire into all these complaints as soon as I should be furnished with a statement of them in writing.

P. S. Since writing the above I have been visited by Gangadhar Shastri, to whom I communicated what had past on the subject of Kathiawar and Mahi Kantha. The Shastri concurred in the proposed arrangement, but was anxious that I should insist on the Peshwa's paying four lakhs of Rupees for the expense of collecting his tribute, as he has done when it was farmed by the Gaikwad. I explained to him that the British Government did not look to pecuniary profit by the present arrangement, and that in fact no additional expense would be incurred, since it was unlikely any Chief would withhold the Peshwa's share of the tribute without withholding the Gaikwad's also, thus rendering an armament against him necessary even if the present agreement were not entered into. The Shastri observed that the Gaikwad had been put to much expense in bringing Kathiawar into its present state and ought to receive the four lakhs as a compensation for his former expenditure, urging the unreasonableness of requiring the Gaikwad, who had laboured the field, to give up the harvest to the Peshwa. But I replied that the question was not now whether Kathiawar was to be given up, but whether it was to be given on a favourable or unfavourable footing for the Gaikwad and the British Government; that, if the British Government refused to adopt the present plan, it could not refuse to allow the Peshwa to make his own collections, by which the country would be disturbed and our engagements endangered, if not broken through.

Minutes, 31st January.

Ordered that copies of the above papers be referred to the Resident at Baroda for such remarks as he may have to offer on the preceding arrangements and to require his earliest attention to the application. *Orders*

Bombay, 8th February, 1815 (1815, P. D. 419)

1815

James R. Carnac to Francis Warden.

2. The several papers, called for by Mr. Elphinstone, are now *Kathiawar* submitted, being copies of all our engagements with the Chiefs of *papers* Kathiawar, in the original language, with translates of each. I have also the honour to forward a statement of the tribute payable by the Kathiawar Chiefs, specifying the respective shares of the Peshwa's and Gaikwad.

3. In forwarding these papers I beg to solicit the attention of Government to the objects in contemplation at the period of the engagements with the tributary States. It is necessary shortly to avert

to these objects as tending to illustrate the advisability of deprecating the introduction of the government of another Power into the peninsula of Kathiawar.

4. The causes for the interference of the British Government substantially proceeded from the disordered condition of Kathiawar, created by the arbitrary exaction of the Marathas and the rapine which invariably attend the circuit of their mulukgiri armies. The consequences of the unsettled system of the Superior Governments not only led to a desultory warfare with the Chiefs, but to a regular course of plunder from Kathiawar in the province of Gujarat. It was in those days not uncommon for bodies of horse to penetrate and commit depredations in the neighbourhood of Ahmadabad and to advance on some occasions nearly as far south as Baroda. Under such a state of things there was no security for the lives or property of the inhabitants, the commerce of the country was suspended, and the revenue considerably deteriorated. The means possessed by all the Chiefs to offer resistance and the respectability of their forts to oppose native armies induced them on every occasion to refuse payment of tribute without force of arms, and what was exacted by the rapacity of the Marathas, was soon levied from the peaceable and defenceless inhabitants of Gujarat. The interests of the Chiefs would incline them to avoid the evils of a Maratha army by discharging a fixed claim, but it was contrary to the spirit and principles of the Maratha Governments to accept less than their ability could require, leaving to chance the result of such destructive policy.

5. To remove therefore those effects which injured the prosperity of the country at large, and to reduce the demands of our allies to a system which would embrace the regular receipt of their pecuniary dues without recourse to hostility, while the tributary Chiefs by their accession to such a system would subscribe to the validity of a claim heretofore existing only by coercion, the Company's Government resolved on interference with a respectable force as a measure of general utility. The instruments were executed for the payment of a stipulated annual tribute during a period of ten years, and security taken in perpetuity for the good conduct of the Chief. To these engagements the Company's bhandari was attached, which placed that Power as the medium between the tributary and the Superior Government, not exclusively for the revenue during the prescribed number of years, but as long as the connection between the parties existed. The British Government then became the protector of the several Chieftains of the peninsula, and every act of oppression or injustice by the Peshwa or Gaikwad will be dereliction from the duty we owe to their tributaries in Kathiawar.

6. Since the accomplishment of the arrangements in Kathiawar the beneficial consequences expected from their operation have been experienced, particularly in Gujarat. The whole country has assumed a different aspect, the Chiefs have had the power of encouraging the improvement of their respective possessions, and the revenue of every part of this province has progressively advanced. From the

ease and security which has followed our interposition, it has been unusual to hear of the irruptions of predatory horse and the incalculable injuries incident to their acts.

7. It became essential however, in order to check the less respectable classes of Chiefs, such as the Kathis, and to overawe others from prosecuting hostilities among themselves, as well as to protect Kathiawar from the external aggression, that the Gaikwad Government should retain a body of its troops at the seat of its own authority in Kathiawar. It was not intended that this force should undertake any circuits for the exaction of tribute, since the engagement provided for its payment with the knowledge of the Assistant of the Resident at Baroda, stationed with the principal local authorities on the part of the Gaikwad, except on occasions of necessity, when the Company's Government would sanction the measure.

8. Having as succinctly as possible pointed out the present relations in Kathiawar, it can scarcely be necessary to dwell on the propriety of excluding another Power from interference, especially when the interests of that Power will not be affected by its exclusion. It is proper to notice that the Peshwa on former occasions seldom retained the management of his concerns in Kathiawar. It was farmed to this Government for a net revenue of from 2,15,000 Rupees to 2,55,000 Rupees during the subahdari of Bhavani Shivram and Aba Shelukar, under the inability of a local officer in charge of Ahmadabad to realise the revenue with equal certainty and promptitude as the Government on the spot.

9. The adoption of this plan would at the present time prove more advantageous than for the Peshwa to receive his share of tribute through the British Government. By depriving the Gaikwad of the charge of a part of Kathiawar it follows that he will reduce a moiety of the troops employed for its order and protection. Consequently the Peshwa must transfer a certain proportion of the revenue to meet the expenses of a charge of his possessions. It will appear impolitic, from what I have stated, that the Peshwa should have an army from his own Government in Kathiawar; since he has no territory there similar to the Gaikwad for the fixed station of his troops; and their establishment or advance into that country without special cause would be at variance with our engagement.

10. The collection of the Peshwa's share by the Company would be an unprofitable and a responsible duty; and [*it would be*] not acting towards the Gaikwad with the liberality and justice it may have reason to expect from the anxiety we have evinced for the respectability and advantage of its Government.

11. As a question of policy, it answers our own interest that the Native Government in Gujarat, which possesses the greater share of power, should be maintained efficient; and with this consideration it becomes proper to keep in mind the Gaikwad augmented the subsidiary force by one battalion, specifically on account of Kathiawar, as expressed in the 4th article of the Baroda Definitive Treaty. Its

aid and concurrence in the arrangements of the country, the expenses which it has incurred by the employ of our force on three different occasions in Kathiawar, and the care and trouble of preserving order of late years are worthy of our attention.

12. By continuing the affairs of Kathiawar in the present state the Peshwa can lose nothing, as the Gaikwad would accede to any arrangement which the Company approved; and at the same time from the operation of the existing system our control over the Gaikwad and the country would remain unaffected. But, if the Peshwa should be resolutely bent on the Gaikwad having no charge of his interests according to former precedent, sooner than that he should interpose his authority of realising his tribute, the accomplishment of this object could be all that the Peshwa requires, the means would be left to ourselves.

13. Before I conclude, it remains with me to state that since the prospect of the Peshwa's authority being introduced into Kathiawar numerous instances of disorder have taken place. It would be in my power to cite many cases, but the accompanying copy of a report from the Agent of Porbandar will be sufficient for the purpose of the present communication.

14. It is lamentable also to witness the strenuous exertions, already made by the Peshwa's officers at Ahmedabad to intrigue with the Chiefs of Kathiawar and to induce them to resist the authority of this [the *Gaikwad*] Government. I submit herewith copies and translates of intercepted correspondence with Arabs¹ belonging to the Navanagar Principality. This may be conclusive of the danger of the Peshwa's interference, and the probability of Kathiawar proving a scene of confusion, whenever His Highness's servants assume charge of his share of authority. But at this early period it becomes my duty to apprise the Government of the many bad consequences of an interruption of those wise arrangements for Kathiawar, ratified and confirmed by the highest authorities in India.

Kathiawar collection of tribute

<i>Collections</i>	Statement of the Peshwa's jamabandi on the Kathiawar chieftainships			
	Total Rupees ...	5,62,939	2	0
	Statement of the jamabandi collection by the Gaikwad			
	Total Rupees ...	5,60,364	0	0
	Statement of the dana collections by the Gaikwad sarkar.			
	Total Rupees ...	84,84,679	2	0

No. 1. Translate of the perpetual engagement of Anandrao Gaikwad.

Engagement The writing of to the Shrimant Rao Shri Senakhaskhel Samsher Bahadur: to wit:

That I do of my own good will for the taluka of...provide perpetual and effective fil-zamini for security against committing

¹ See Section C. *Poona Intrigues*, letter of 8th February 1818.

disturbances (to the sarkar of the Gaikwad and to that of the Pant Pradhan or Peshwa for the two shares, being the whole of the country) as particularly here following:

Article 1st: That I will not excite enmity with any other Chieftain, neither entertain any bhārwtias or incendiaries, whether Kathi or Rajput; nor will I commit any disturbance by the hands of another; neither will I seize upon the land or lands of another, abiding strictly by the same conduct as hitherto observed. Neither will I purchase at the offer of my brethren their villages or lands, when they may come to sell them. All past enmities or grievances are to rest in oblivion.

Thieves shall not be entertained within our limits. If they are permitted to remain, it shall be under proper arrangement to prevent them from committing theft in other talukas or on the highway. That, in whatever case an individual or individuals may be under the necessity of disposing of their villages or lands, in all such cases, the circumstances shall be reported to the sarkar, previous to entering into the transactions.

Article 2nd: No delinquent or criminal of the sarkar of the Company Bahadur or of Senakhaskhel Shamsher Bahadur shall be protected or entertained by us.

Article 3rd: The several mahals of the sarkars of the Peshwa, Gaikwad and the Hon'ble Company being situated on all sides of us, in none of these said mahals shall any theft or depredation be committed on the highways. Passengers, merchants or other travellers shall meet with no molestation, but shall be assisted with carriage and be protected to the extent of our boundaries.

Should any sonkar or other traveller suffer injury on the way, the same shall be made good to him by the lord of the taluka where the same took place, who will also seek his redress from the taluka whence the thieves might have come.

Article 4th. If the lands or villages of any zamindar shall at present be retained forcibly, in case any such possessions shall have been obtained by written deed from the ruined circumstances of any zamindar, the same shall be released and set at liberty after the form of justice, there being no claim hereafter to be entertained or made.

According to the above written articles I have afforded fresh security to continue from generation to generation; and if the sarkar's muhassil [*revenue-collector*] shall come for any default, such satisfaction as the sarkar shall demand on the case in point, with daily expenses and muhassil included, shall be given; for the same is..... ad-zamini, and for which this bond is rendered.

The writing of...that I have become fresh and perpetual zamini to the sarkar to render the above articles effective, and to be responsible in regard thereto.

No. 2. Translate of the perpetual engagement of the Chiefs.

Engagement Shrimunt Rao, Shri Senakhashkel Samsheer Bahadur writes to.... of the taluka of..... viz.

The armies of the Hon'ble Company and Gaikwad having come into this country with a view to effect a permanent and equitable adjustment of the country of Kathiawar and its bhunnias, Grassias kathis and ryots, and that the revenues should continue to be paid at Baroda, I have of my own free will and consent engaged and do by this writing engage for the above taluka its perpetual jamabandi and kharaj as per bond separately executed, as given when the armies used to arrive in the country. This however being attended with great detriment to the country and disturbing the tranquillity of the ryots, and being convinced that the above arrangement proves for my benefit, the jama of the above taluka, its kharaj shall each succeeding year be settled at Baroda according to the bond by sending an agent for the purpose, nor shall any deviation take place in this respect.

I do therefore myself, my sons and grandsons from generation to generation and my successors engage to the above purport; and for any deviation therein they become responsible to Government.

No. 3. Translate of the decennial security bond being the writing ofon behalf of.....to the Shrimunt Rao Senakhashkel Samsheer Bahadur viz.

Engagement That for.....of the taluka ofI have engaged for the jamabandi for 10 years to the sarkar, being for jamabandi and kharaj included Rupees.....; and agreeable thereto are the several instalments given on writing, and agreeable to these instalments are the payments to be made in Baroda, attending at the stated periods, and having made the settlement thereof then returned. Yet if it so happens that any delay shall in this occur, the same delay shall be made good by interest, for the number of days beyond the stated period of instalment, of 1 per cent. per month.

The yearly kist or bond to be rendered will be for Rupees.....; particulars of which are jamabandi, kharaj in which will come:

subah sukdi, bini bhandari, nozranah horse, zamindar sukdi, diwanji, darakdars, shagird peshwa sut and chunda payable at these instalments, viz. 2nd December, 2nd January, 2nd March, 2nd April.

No. 4. Translate of a memorandum of articles relating to the chukti (settlement of the revenues) of the taluka.

Engagement *Article 1st:* A porwanah of perpetual bhandari to be given that I shall not in any way be molested by troops passing through it.

Article 2nd: The kistbandi and payments of money to be discharged as formerly.

Article 3rd: Bhandars (safeguards), placed at my village by troops passing through the taluka, shall receive the usual allowance of grain and provisions.

Article 4th: A restitution of (plundered property) to be made after the settlement of the revenues.

Article 5th: The sarkar will settle separately the ehukti of my bhayads as formerly, and are not to consider me responsible on their account.

Article 6th: The sarkar will not unjustly interfere with any property I may possess, as stated in writing, in consequence of complaints submitted to them by my bhayads or partners. I am to be permitted to retain such. Whatever I may hereafter do, it shall be done with the previous approbation of the sarkar.

Article 7th: Should I be detected in any malpractices against the sarkar, a kasid to be sent to warn me thereof; and in the event of my declining to answer the accusation, a mahasur to be sent against me.

Article 8th: The sarkar will make allowance for a failure of the seasons or an irruption of troops in my taluka.

Article 9th: The sarkar to act in conformity to the above article; and I agree henceforth to settle in perpetuity chukti at Baroda in compliance with the declaration made by me in 1865 to the effect; and will also act up to the tenor of my fil-zamini and ad-zamini already given in. In the event of my fulfilling these engagements, Colonel Walker is to grant his bhandari. This is my request.

N. B. The number of articles are limited to nine as in the foregoing statement. With some talukdars they are increased.

No. 5. Translate of a parwanah from Rao Shri Anandrao Gaikwad Senakhashkel Samsher Bahadur to the Talukdar of.....

To wit: The agreement, respecting the settlement of the ehukti of *Parwanah* your taluka annually at Baroda from the year... is accepted. You are therefore to remain satisfied and protect the district committed to your charge. You will every year make payment of the amount of the jamabandi and kharaj by kists according to the annexed statement, the amount of which will be taken into consideration of the sarkar, in case of any accident befalling on your taluka. Major Walker's bhandari is given for the observance of these articles, if you abide by the terms specified in your engagements to settle the chukti for ten years at Baroda, and after that to continue the same in perpetuity, in addition to those of your fil-and ad-zamini. The word of the sarkar is hereby given.

No. 6. Translation of an intercepted letter from Jamadar Naji Ben Mubarak to Jamadar Muhammad Ben Nasir Maskati, dated Gujarat, 13th January, 1815.

I have written a letter to you before, which contains every *Arab* information. But your answer has not reached me, and I am ignorant *intrigues* of your state. Write an answer therefore quickly. My Master, the subahdar, has asked me why your reply has not as yet arrived. What is the matter? Send an answer quickly. I have given you every account already on the part of the subahdar, and my Master tells me to

tell you to take courage with Jam Saheb; and I entreat you, Muhammad Nasir, to take courage with Jam Saheb, and give him satisfaction, because my Master the subahdar enjoins it. You, your adherents, and Jam Saheb need be under no uneasiness regarding a deficiency of horse or foot and other necessities. Place your Master upon the gadi, and send for whatever you require from this quarter. Send an answer quickly, because I spoke to my Master on this affair in consequence of your letter which came before. My Master told me that, if any horse or foot were required or other necessities, you would write of it to me. I have written to you several letters, which you must answer quickly with an account of the Jam and whatever may have transpired on your part in Nagar. I have written to you before enjoining you to take courage in the Jam's affairs. It is the subahdar's order that you establish the Jam Saheb in his rights. If possible, enter Nagar on the pretence that you wish to hold a conference there, and take with you your Arabs, and bring over to your party any friends you may have among the troops in Nagar, of which inform the subahdar, because the subahdar says he is determined to place Jam Saheb on the gadi. The subahdar directs me to write you to assemble the Maskatis in Nagar, and send an account thereof to the subahdar. On the arrival of such, the subahdar or some other sardar will repair thither. I await your answer. Give me all the news.

No. 7. Translation of an intercepted letter from Trimbakrao to Jamadar Muhammad Bin Nasir Maskati at Hudena, dated 15th January, 1815.

'Arab intrigues All is well here. Your letter by the kasid has arrived. The contents are completely understood and have been communicated to the subahdar and Nana, who comprehend the matter. What was requisite, I have explained. Whatever you have determined upon, ever faithful in your services, regarding the settlement of Jam Sataji's affairs, will meet the approbation of the sarkar. The officers here on the part of the Peshwa have agreed to grant him the sarpao.

Your letter, which may have reached Naji, jamadar, by another channel, leads him to coincide in my opinion of the matter; and I think that by a representation that person with a karkun will be deputed (to you). The time is not far off, but I have written for your information. I have told the sarkar that they should send for Rawal Ganesh Mangalji to this place; and when he has arrived and explained matters, the honorary cloths with some persons will be sent. You are therefore, after giving instructions to Rawal Ganesh, to dismiss him quickly to this quarter. When he arrives in my presence, I will then introduce him on your part to the sarkar and make arrangements accordingly.

I think that the sarkar will send men to remain with you, I will get Raghunathji, the Diwan of Junagarh, to take part in this business; and after you have formed a connection, should the sarkar send an order from hence to Ranchodji, you will in conjunction with him, by adjusting the claims of the Jam, give satisfaction to the sarkar. This

is what I think of it, but it is as you please. In the event of your rejecting these propositions, and if you think you can settle affairs with the aid of some of the sarkar's men, it will be unnecessary to call in others. Whatever you deem expedient, shall be done.

P. S. To Rawal Ganesh Mangalji, greeting. You will understand everything from the foregoing. Hasten to this place. Everything is prepared to mind.

No. 8. Letter from jamadar Baji Ben Mubarak to jamadar Muhammad Ben Nasir Maskati, dated Gujarat, 16th January, 1815.

All is well here. Your first and second letters have arrived, *Arab* and the contents are understood. I have forwarded answers to the *intrigues* above letters, and you will receive every information from the communication of Raoji. Whatever Raoji has written you on the part of the subahdar, you are to consider valid, and you will attend to his injunctions. Have resolution in these affairs in Nagar, and let me know whom you have with you, and what news you have of Jagjivan. Have resolution in everything.

My honour and yours are united. I will act up to the extent of my powers. If you ask the news from Baroda, the Firangis are encamped to the number of 6,000 outside Baroda. I have spoken to my master, and he has desired me to take courage. Compliments to my brethren. Every explanation is contained in Raoji's letters.

Baroda, 9th February, 1815 (1815. P. D. 419)

1815

James R. Carnac to Francis Warden.

I have the honour to acknowledge the receipt of Mr. Secretary Babington's letter dated the 31st ultimo,¹ forwarding copy of a dispatch from the Resident at Poona, reporting the conditions on which the Peshwa would agree to receive his share of tribute from Kathiawar and the Mahi Kanthia.

2. In offering my remarks (in obedience to the orders of Government) on the plea proposed, objections occur which have not presented themselves to Mr. Elphinstone, most probably from the want of information submitted in my communication of yesterday's date. *Objections*

3. The principle, on which we are urged to undertake the realisation of the Peshwa's share of tribute would virtually be an infraction by our own hands of those engagements for which a regard to our public faith leads us now into discussions with His Highness's Government. The plan standing without any qualification, as pointed out by Trimbak Danglia, appears inadmissible on the important consideration that the British Government from the spirit of their obligations is bound to protect the Chiefs of Kathiawar from every kind of disturbance.

4. It is not merely for the realisation of the tribute or for the internal peace of the country that we are implicated with the tributary

¹ See Mounstuart Elphinstone's letter to Francis Warden, dated 25th January, 1815, and Bombay minutes, 31st January, 1815.

States of our allies in this country, but that the Chiefs are as much entitled to protection and security in their several possessions, as the Peshwa and Gaikwad have a right to demand from our influence and power the payment of the claims of their respective Governments. Under such circumstances, I cannot perceive with what consistency we can admit the proposal of Trimbakrao Danglia, which inclines entirely to the consummation of his own interested views, leaving us the expense, trouble and responsibility of acquiring the Peshwa's claims, without reserving the means, if requisite, of coercing the levy. At all events, admitting the feasibility of performing this office without coercion, we are not allowed a deduction from the revenues in question, according to former examples and practice, which could be applied to the maintenance of the peace of the country and the claims of the parties interested.

5. These however do not appear the only considerations which will occur to Government on a review of our connection with Kathiawar. Perhaps none are more important than the necessity of that political superintendence, which prevents the confederacy of the Chiefs or their alliance with independent Powers. Their ties of consanguinity with Cutch and even more northerly States might lead them at a favourable opportunity to seek for a different state of things, perhaps at a time that the British Government is engaged in distant views and enterprises. In what manner therefore are we to be prepared against such consequences, when the Peshwa leaves us the responsibility without any means whatever, but those to be incurred on our own expense?

6. The different States which compose the peninsula of Kathiawar, are respectable when united; and individual cases have shown them capable of venturing against our power. The tribute forms a very small proportion of their revenues, and their troops are composed of Arabs, Sindhis and Makranis with a considerable proportion of their own respective tribes of Rajputs.

7. The instances of Navanagar, Malia, Chhaya, Kandahar and Kandorna have called for equipment of our troops; and however much we may calculate on the good effects exemplified in the punishment at these places, it would not be consistent with sound policy to leave the country without the check of troops, [which] an admission of the Peshwa's proposals, now received, must necessarily occasion.

8. Considering that we have duties to perform to the Chiefs as well as to our allies, and that the tranquillity of Kathiawar is indispensable as a general object to the three Governments holding possessions in Gujarat, it follows that on the principle of the proposal from Trimbak Danglia these obligations cannot be discharged. It is not reasonable also for the Peshwa to look to us for the performance of duties without aid, which require to this day an expenditure of four lakhs of Rupees per annum. It is highly desirable nevertheless under a regard for our public faith that we should concur in some

arrangement which would leave the Peshwa in the enjoyment of all his rights without his participating in the executive authority in Kathiawar.

9. In reference to that part of Trimbak Dangla's observation to Mr. Elphinstone about being placed in charge of garrisons, I beg to state that the Peshwa has never had any permanent possessions in Kathiawar of any description. His privileges are confined to tribute, and the Gaikwad has only Amreli and a few dependencies, acquired in Damaji's reign 60 years ago, with the port of Salaya made over by Jam Jasaji after his opposition to Colonel Smith's force in 1812.

Poona, 9th February, 1815 (1815, P. D. 419)

1815

Mountstuart Elphinstone to Francis Warden.

The Peshwa at first refused to confirm the agreement entered into *Proposal* by his Ministers respecting the receipt of the tribute of Ahmadabad. He declared he would only receive it at the former places of collection, and he adhered to this resolution, in spite of all the arguments I could bring to show the discredit of his receding from the engagements of his Ministers and the real advantages which his Government would gain by the arrangement they had adopted. At my last interview the Ministers agreed to a plan, which differs only in form from that already settled, and to which they pledge themselves for His Highness's consent. The only change it creates, is that the tribute of Kathiawar and Mahi Kantha is to be paid at Ahmadabad by the vakils of the zamindars. Nothing is to be exacted beyond the sum agreed on at the decennial settlement, and the Peshwa's officer is to interfere with them in no shape beyond receiving their tribute, and to have no pretensions beyond those fixed in the former agreement.

Having procured from Gangadhar Shastri a copy of the original agreement entered into with the zamindars and a statement of the tribute owed by each to the Gaikwad and the Peshwa, I thought it would remove many suspicions to show it to the Peshwa's Ministers; which I accordingly did on this occasion, promising that I could not answer for the correctness of these copies, but should soon present authentic papers which I expected from Bombay.

The Peshwa's Ministers acquiesced in the amount of tribute assigned to their Government, but desired to know what was to be done if the Gaikwad's Ministers had levied a separate tribute under the title of Darbar kharch, a term which literally means court-expenses, but which is used for bribes to Ministers. I told them that there could be no such collection consistent with our agreements; and on their saying that these were things understood between the Ministers and the zamindars and never brought into treaties, I told them that their Government was entitled to a share, proportionate to its tribute, of any sum which the Gaikwad collected, but that they must on no pretence collect anything of this nature themselves; to which they really agreed.

The Peshwa has from the first to last during all these altercations declared that nothing should be done contrary to our engagements;

and requested that we would instantly acquaint him with any attempt of his officers to depart from them.

1815 *Poona, 13th February, 1815 (1815, P. D. 419)*

Mountstuart Elphinstone to Francis Warden.

Agreement At a meeting I have just had with the Peshwa, His Highness expressly confirmed the terms agreed on at my last meeting with his Ministers. His former disregard of the plans, settled by those persons, renders it necessary to mention his present concurrence in them.

The terms agreed on were as follows:

That the zamindars should formally acknowledge the Peshwa in the usual forms.

That the Peshwa's sarsubahdar should be put in possession of any posts that may belong to His Highness in Kathiawar and Mahi Kantha, but shall not put any garrisons into them nor interfere with the people of the country.

That the sarsubahdar shall receive the tribute due to him by the ten years' settlement from each zamindar or his wakil at Ahmadabad, and shall in no other shape interfere with the zamindars.

The terms of the decennial settlement shall be scrupulously observed and the utmost attention paid to any suggestions of the Resident at Baroda on the steps necessary for fulfilling them.

I further agreed that, if the Gaikwad Ministers received any allowance from the zamindars under the decennial settlement, or if any Darbar kharch was in any way collected, the Peshwa's Government should be in the same proportion as it shares the tribute; but I denied the existence of any such contribution.

1815 *Baroda, 15th February, 1815 (1815, P. D. 421)*

James R. Carnac to Francis Warden.

Explanations In reference to the concluding part of my letter dated the 9th instant, which specifies the actual possessions of the Gaikwad in Kathiawar, it occurs to me to mention, with a view of being prepared to meet the questions of the Peshwa, which, there is reason to suppose from the conversation of his servants, His Highness will put to Mr. Elphinstone, that the small post of Than in Kathiawar was formed for the purpose of curbing the irruption of the Kathi tribes into Gujarat and the Company's western possessions. It is an expense to the Gaikwad and for objects of general utility, without any equivalent in revenue.

The thana of Jhinjhuvara was recently established with the concurrence of the Right Hon'ble the Governor-in-Council. The causes for this measure are stated in the correspondence with the Government in April last.

The influence established by my means in Palanpur will probably be another subject of remark from the Peshwa. But in these proceedings the Company alone is implicated, the interest of the Peshwa and

Gaikwad being the same as previous to our interference. This will be elucidated from the correspondence regarding my proceedings at Palanpur in December 1813.

Bombay, 19th February, 1815 (1815, P. D. 419)

1815

Francis Warden to James R. Carnac.

I have received and laid before the Governor-in-Council your letters of the 8th and 9th instant, and I have been directed to acquaint you that copies thereof as well as of all the papers and documents, therein referred to, have been transmitted to the Resident at Poona. *Settlement arrived at*

From the correspondence which has passed, the Governor-in-Council is satisfied that every endeavour has been exerted on the part of Mr. Elphinstone to continue to the Gaikwad the control over the Peshwa's possessions in Ahmadabad; and nothing can be made more manifest through the course of it than the repugnance with which the Peshwa has received every proposition that has been made to His Highness to that effect.

The Governor-in-Council is sensible of the advantages, which have resulted from the arrangements established by your predecessor; and he is persuaded that substantial benefits were derived by all classes of persons, while the management of these possessions was confided to the Gaikwad authorities; but it is to be recollected that the Gaikwad's continuance or otherwise is a point that could rest only with the Peshwa to determine.

His Highness has fulfilled his engagements; indeed he has done more, he has consented to confirm the decennial engagements, made by Lieutenant-Colonel Walker, not perhaps in the way which would have been most agreeable to us, but in a manner which will afford the zamindars all the benefits resulting from them.

I enclose to you copies of two letters which have been received from Mr. Elphinstone, dated the 9th and 13th instant, and of the reply which has been transmitted to him. This last document will explain to you the view which has been taken of that Gentleman's proceedings as well as in regard to the measures hereafter to be adopted by him in consequence of your representations as affecting the general interests of the Chieftains in Gujarat.

In the present state of society in that country the most sanguine among us could hardly contemplate that disorders would not occasionally take place in those provinces; and it is only necessary to observe that every prudent and necessary means must be exercised to repel them; but, though civilisation may be slow in its progress, there can be no doubt that order and regularity may be ultimately established in these as well as in other countries, which may have been similarly circumstanced.

The case, which has been brought under your consideration by Captain Elwood, is not a novel description, but instances have too frequently occurred of depredations of the same nature being committed, though not by people of Okhamandal. If from the

representation you may make to the Chieftain of that district, ample satisfaction should not be afforded, the Governor-in-Council directs me to acquaint you that you are to warn him of the danger to which he has exposed himself; and that, though this Government has hitherto been slow in punishing his aggressions, he may rest assured that he will not much longer experience its forbearance.

With regard to the intercepted letters, all that can now be said upon them, is to recommend your diligent attention to the proceedings, which their contents must lead you to suppose are contemplated by the persons by whom they were written, and to desire you will transmit any further information you may collect to Government.

1815 *Bombay, 8th March, 1815 (1815, P. D. 420)*

Sir Evan Nepean to the Governor-General.

*Peshwa's
tribute in
Kathiawar*

We have the honour of transmitting to Your Lordship copies of the correspondence with the Residents at Poona and Baroda on the subject of the engagements concluded by Lieutenant-Colonel Walker, under the orders of this Government and with the approbation of the Supreme Government, with the Chieftains of Kathiawar.

2. It is not unknown to Your Lordship that in the schedule of territories dependent on the farm of Ahmadabad twelve talukas were enumerated, the jamabandi of which was not included in the estimate of revenue derivable from the farm. Their amount was uncertain and depended upon the success of an annual mulukgiri circuit. A share of those revenues belongs of right to the Gaikwad, and it was to see their punctual discharge that these engagements were entered into.

3. As the Hon'ble Company were guarantecs for the due fulfilment of an agreement, by which the farm was [*granted*], provided that "the mamlat must be conducted in a manner tending to increase the prosperity of the government," this Government, in pursuance of the authority of the Governor-in-Council, undertook an expedition into Kathiawar, the object of which was to obtain from the Chieftain, an acknowledgement of the claims of the Peshwa and the Gaikwad to tribute, and to effect an arrangement for its punctual discharge in future without having recourse annually to an armed force to collect the amount, the equipment and progress of which was expensive to the two States and destructive to the country from which it was derived.

4. The expedition was crowned with the most complete success. Lieutenant-Colonel Walker fixed the tribute in perpetuity on a just consideration of the rights of the parties respectively, and obtained from each of the Chieftains engagements peculiar to the country, the effects of which have an extraordinary influence over their untractable habits and dispositions. For the fullest information of the able reasoning, by which Lieutenant-Colonel Walker supported the necessity of taking these engagements, and of their nature, as well as of the obligations which they involve, we beg leave to refer Your Lordship to that officer's dispatch of the 7th October, 1807.

5. Notwithstanding the just principles, on which the tribute was fixed in perpetuity, it is to be regretted that the previous consent of His Highness the Peshwa was not obtained to the measure. It is upon this point alone that the British Government has committed itself as the guarantec for the full performance of these engagements; but, as His Highness's Minister has expressed himself satisfied with the amount at which the tribute has been fixed, we should hope that no difficulty will be ultimately experienced in obtaining His Highness's recognition of the engagements with which it is connected.

6. In the course of Mr. Elphinstone's negotiations upon this subject, we have observed the manifestation of a disposition on the part of the Government at Poona to the exercise of powers which it has no right to assert, and which it would be extremely impolitic to admit His Highness to assume over the Chieftains in the peninsula of Gujarat. If it can be shown that these engagements have in the slightest degree abridged the sovereignty of the Peshwa, or have deprived His Highness of any portion of the tribute, which he formerly collected, he would have just grounds to complain of a compromise of his rights and privileges; and it would have been an obligation of public duty on our part to have restored to His Highness to the full and free exercise of these privileges he formerly possessed. But, as the claims of the Gaikwad upon these Chieftains are equal to those of the Peshwa, and as the preservation of the tranquillity of our territories in Gujarat essentially depends upon maintaining the integrity of these engagements, we trust that Your Lordship will approve of the terms in which our correspondence with the Resident at Poona has been dictated.

7. If however the Peshwa, contrary to our expectations, should refuse to recognise those engagements, the British Government and the Gaikwad have a right to restrain His Highness from the adoption of any measures which may be likely to weaken their efficiency, so long as the Chieftains of Kathiawar punctually discharge the tribute due by them to the Peshwa. His Highness can exercise a control only on occasions wherein they may form an alliance which will be incompatible with the security of His Highness's rights and territories, a degree of control which the Gaikwad and the British Government have equally a claim to exercise over the Chieftains above mentioned.

Poona, 10th March, 1815 (1815, P. D. 420)

1815

Mountstuart Elphinstone to Francis Warden.

I had the honour to receive your letter dated the 19th ultimo on the 6th and 7th instant. I am happy to find that the terms, agreed to by the Peshwa's Government for the management of Kathiawar and Mahi Kantha, are generally acceptable to the Right Hon'ble the Governor as far as respects the settlement for ten years. Tribute
settlement

2. The doubt, expressed in your letter, whether the two first articles are consistent with that arrangement, will, I hope, be removed by further explanation. The first refers to the acknowledgment of the Peshwa's authority by the Chiefs, which was explained by the Ministers to mean the form of representing a nazar of four or five

Rupees to the sarsubahdar by the vakils of such of the Chiefs as have been in the habits of performing that ceremony. The second requires that the Peshwa be put in possession of any posts that may belong to him. This can create no difficulty, if no posts belong to the Peshwa; and if any do belong to him, his retaining them cannot infringe our engagements, as they contain no cession, expressed or implied, of territory belonging to the Peshwa. It is however probable that there are no posts of the nature alluded to by the Peshwa's Ministers, who acknowledged their ignorance of the state of Gujarat, but were anxious to be assured that, if any posts there did belong to the Peshwa, he should receive them back from the Gaikwad.

3. It will be necessary, before that agreement is acted on, to have both these articles explained with as much precision, as the knowledge of the subject possessed by the Peshwa's Ministers will admit; and I hope that no difficulty will be experienced on this head.

Duration

4. There is another point on which I am greatly concerned to learn that an important omission has taken place. This is the duration of the agreement, which is declared to be only till the completion of the decennial settlement, while our engagements appear to have required that it should be perpetual. On this subject I beg leave to trouble you with some explanations.

5. The first notice I received of the existence of the engagements in question was conveyed in your letter dated the 30th of June, 1814, which referred me to the concluding paragraph of an enclosed dispatch from the Resident at Baroda (dated June 14th, 1814). That paragraph expresses a wish that "as our engagements to the Chiefs of Kathiawad do not cease for a period of four years, the Peshwa may be induced during that term to respect them." All the other communications from the Resident, which you did me the honour to transmit up to the date of your dispatch of the 19th, held the same language, and alluded to the decennial arrangement without intimating that any other existed; and in this belief I made my demands on the Peshwa, which terminated in the agreement under discussion. A careful examination of the documents afterwards sent to me (in your letter of the 21st of July) might indeed have led to a suspicion that the engagements were intended to be perpetual, but my reliance on the informations I have received prevented my entering on any further inquiry. The terms of the engagements themselves were ambiguous, and (as my attention was not particularly directed to that part of subject), the interpretation, given to them in Major Walker's dispatches, might easily escape notice in so voluminous a correspondence. It is however quite plain from your dispatch that the whole of our engagements are considered as perpetual, and such appears from Major Walker's letters to have been his intention. It is therefore no doubt necessary to procure the Peshwa's acknowledgement of them in perpetuity. I have taken up so much of the Right Hon'ble the Governor's time with this explanation, under the idea that the Resident at Baroda has at length discovered this omission, and that it is to which he alludes, when he represented the principle of the terms I proposed as tending to "an infraction with our own hands of those

engagements, for which a regard to our public faith leads us now into discussions with His Highness's (the Peshwa's) Government."

6. I should hope that the engagement on the Peshwa's part *Expense* not to interfere in any shape with the people of Kathiawar and Mahi Kantha would preclude the inconveniences alluded to by Captain Carnac. In the rest of his dispatch of the 9th of February, and with regard to the expense to which the arrangement exposes us (as mentioned in Capital Carnac's letters of the 8th), it is unnecessary to offer any remark, as it appears from paragraph the 3rd of your letter dated July 21st that the Right Hon'ble the Governor has long since made up his mind on the subject.

7. I shall immediately remonstrate with His Highness the *Sarsubah-* Peshwa's Government on the conduct of the deputy sarsubahdar of *dar* Ahmadabad in encouraging a correspondence of the nature of that carried on between an Arab Chief in his service and another at Navanagar.

8. I have no further remark to make on the Resident at Baroda's letter of the 8th, except that the connection between the introduction of the Peshwa's authority into Kathiawar and the robbery committed of the five carts at Porbundar does not appear very obvious.

9. I shall now proceed to deliver the papers enclosed in your *Other* letter of the 19th ultimo to the Peshwa; and after settling the forms *points* of acknowledging his authority and ascertaining whether he has any posts in Kathiawar and Mahi Kantha, I shall give him a letter to the Resident at Baroda, requesting him to procure the Gaikwad's concurrence in the arrangement agreed on. At the same time I shall explain that we consider the Peshwa bound in perpetuity to abstain from sending troops into Kathiawar, unless his tribute is withheld, and shall endeavour to obtain his express approbation of the perpetual engagements.

10. I confess I apprehend much difficulty in this negotiation. It is obvious that approbation of the high authority alluded to by the Resident at Baroda will have no effect with the Peshwa, who will probably feel his having been neglected the more in proportion to the number of other personages, who have been consulted on the subject. Present circumstances are also peculiarly unfavourable. The Peshwa had for a considerable time been incessantly pressing me for an answer to his demands, and has shown a suspicion that the promised papers were withheld in consequence of some design to encroach on him. He will then view every change in our language with the utmost jealousy. He is disposed from our conduct in his late transactions with the Gaikwad to suspect us of partiality to that Prince, and his consequent irritation must be increased by the turn the negotiation has taken and the threatened departure of Gangadhar Shastri. He will also be influenced by the counsels of his favourite, Trimbakji Danglia, who is sarsubahdar of Ahmadabad, and whose interests will suffer almost as much as his Master will gain by the clear and definite form which the accounts of the tribute assume

under the present system. On the other hand, I shall not fail to point out the evils of the state of things so ably displayed in Major Walker's dispatches. It is to be hoped that His Highness the Peshwa may not be so insensible of his own interests as to show any lasting reluctance to the measure, and at all events it is obvious that the engagements we have entered into must be fulfilled.

1815 *Bombay, 29th March, 1815 (1815, P. D. 420)*

Francis Warden to James R. Carnac.

Query I am directed by the Right Hon'ble the Governor-in-Council to transmit to you for your information the copy of a dispatch from the Resident at Poona, dated the 10th instant and of my reply.

In reference to the 18th paragraph of the later dispatch (see the next document) the Governor-in-Council has instructed me to call upon you to explain whether His Highness the Peshwa has at any time separately made mulukgiri collections in the talukas of Kathiawar, mentioned in the sanad for the farm of Ahmadabad, or whether they have hitherto been confided to the Gaikwad State, the Peshwa receiving a proportion of such collections. In the former case you will endeavour to ascertain and specify the periods when those mulukgiri circuits were made by the Peshwa's troops, and the amount that may have been realised from the Chieftains of that Province on each circuit; and in the latter [case] to explain whether the Peshwa bore any and what proportion of the expense of realising the tribute.

It is also desirable that you should ascertain and report whether the Chieftains have been in the practice of making any acknowledgment of the Peshwa's or Gaikwad's, authority by the form of presenting a nazar of four or five Rupees to the sarsubah as adverted to by the Resident at Poona, and lastly whether the Peshwa was in the possession of any posts within the territories to which these inquiries apply; and if so, you will particularly describe them, and what authority the privilege of maintaining them conferred on the Peshwa over the Chieftains of Kathiawar.

The Governor-in-Council concludes that the Gaikwad has no territorial possessions in that Province over which his sovereignty extends, except Amreli.

1815 *Bombay, 29th March, 1815 (1815, P. D. 420)*

Francis Warden to Mountstuart Elphinstone.

Kathiawar mulukgiri I have communicated to the Right Hon'ble the Governor-in-Council your letter of the 10th instant, and I have received his directions to convey to you the observations which have occurred to him on a further consideration of the proceedings of this Government connected with the affairs of Gujarat.

The points to which your letter adverts are: first, the mode to be adopted by the Chiefs of Kathiawar in respect to the acknowledgement of the Peshwa's authority; 2ndly, the placing His Highness's officer in the possession of any posts that may belong to him, and 3rdly,

the engagements made by Lieutenant-Colonel Walker with the Chieftains of Kathiawar for the payment of a fixed tribute to the Peshwa.

2. On adverting to the correspondence of Lieutenant-Colonel Walker, it appears to be clearly established that, with a view to the general tranquillity of the peninsula, it was essential that some permanent arrangements should be made with the Chieftains of Kathiawar to prevent, if possible, the expense and inconvenience which had before resulted from the collection of tribute from these Chieftains under the mulukgiri system, but above all to put an end to the internal commotions which prevailed in the country from its several Chieftains contending for the right to levy contributions on each other; and I cannot better explain to you the grounds on which the Lieutenant-Colonel's opinions connected with it were formed [*than by calling attention to the views expressed*] by that officer in different parts of his several dispatches now in your possession, especially to those of the 7th October, 1807, and 15th May, 1808.

3. The Governor-in-Council very much laments that your attention had not been drawn to that important part of the subject wherein the mulukgiri claim on the Chieftains of Kathiawar had been fixed in perpetuity, at an earlier period. The engagements, though intended to be permanent, are, as you will perceive, subject to a decennial arrangement, so far as regards collateral security for the payment of the tribute. The object of this decennial arrangement was obviously directed to the prevention, as far as might be practicable, of a breach of engagement on the part of these Chieftains; and consistently with the practice of the country and the prejudices of its inhabitants, no such additional security could be effected beyond a decennial period.

4. The Governor-in-Council is aware that an argument may be raised by the Peshwa that in forming any engagements wherein the interests of His Highness were materially concerned, however beneficial these arrangements might be to him, he ought at least to have been apprised; and under the impressions formed by this Government, it would perhaps be difficult to combat those arguments successfully. But, without giving a decided opinion on this point, it becomes the more necessary, since no communication appears to have been made to the Poona Government at the time those engagements were made, that the advantages they have embraced should now be explained. The reasoning of the Resident at Baroda, to which you allude as applicable to the authority under which those engagements have been sanctioned, is certainly important in the decision of the question at issue, as, whether they were made under the authority of the Supreme Government or not, the interests of the Poona State would be equally affected, and possibly, if explained to His Highness to have been so sanctioned, would lead to the observations you have anticipated.

5. It is by no means surprising that His Highness and the officers of the Darbar should be little informed of the state of Kathiawar, since it may be supposed that all the intercourse, which

has been had with those parts of the country by the Poona State, has been confined to its former mulukgiri circuits. When they were last made under the authority of His Highness's predecessors, this Government is unapprised; but for some years preceding the farm of Ahmedabad to the Gaikwad, it would seem that those circuits have been entrusted entirely to the Gaikwad authorities, and that His Highness the Peshwa was content to receive his proportion of those casual and uncertain collections through that channel.

6. Under any view of the case the arrangements concluded with those Chieftains, which have given His Highness a permanent recognised interest in those parts of Gujarat, must be highly beneficial to the Poona State, as, instead of an uncertain and precarious revenue extorted by force and never admitted as matter of right, the tribute has been acknowledged, and its payment been provided for under the guarantee of the British Government. But this is not all. The amount of the revenue derived by His Highness must have been inconsiderable after deducting the great expense attending its collection, when compared with its present extent.

7. Since the amount has been permanently established, and the collections been confined to the Gaikwad authorities, we are justified in asserting that the advantages, I have pointed out, have been derived by that State; and though we have no means of estimating the amount formerly derived by the Peshwa under the mulukgiri system (if at any time carried on under the immediate direction of the Poona Government), the conclusion we have drawn could hardly be controverted. If that statement can however be contradicted, the Peshwa will no doubt be prepared to show that this Government is mistaken in the conclusion it has formed.

8. But there is one consideration, connected with the former mode of levying contribution in the parts of Gujarat, which is important in the decision of this question, that interests have recently been established in Gujarat, independent of either of those Powers, I mean the British interests; and consistently with the preservation of those interests and the tranquillity of the country, the mulukgiri system practised as it formerly used to be could no longer be suffered to continue; and had this Government even remained passive, there can be no doubt that long before this time those collections would have been successfully resisted by the Chieftains themselves.

9. No rights of sovereignty have ever been acquired by the Poona State over Kathiawar by conquest; but its claim to tribute has rested on the sole ground of its having been enabled in connection with the Gaikwad State to levy contributions on no fixed principle, but determinable on the means of each Chieftain to answer or resist the payment of the demands. The efforts, made by the former dynasties of Hindustan to deprive those Chieftains of their rights of sovereignty and to obtain from their territories a regular portion of the produce of the soil, have successfully been resisted. Up to this hour they have remained independent Chieftains; and if an union of power had been resorted to, the claims of the Poona State with that of the Gaikwad must unquestionably have been relinquished.

10. In the 6th paragraph of your letter now under reply you are pleased to observe that the expense of enforcing the collection has, it would appear by the 3rd paragraph of my letter of the 21st July last, been relinquished.

11. The Governor-in-Council is aware that this conclusion may be drawn. But, if His Highness is to derive an equal portion of the tribute with the Gaikwad, it could hardly be expected that he should be released from the payment of a portion of the expenses of securing it. The necessity of such expense is evident from the statement contained in Colonel Walker's letter of the 15th of May, 1808.

12. These expenses however, it is hoped, will very shortly be reduced; and the advantage resulting from such reduction will be equally beneficial to the Poona and Gaikwad States. If however any communication, which may have taken place between you and the Poona Government in consequence of my letter of the 21st July, should have led to a relinquishment of such participation, and difficulties should occur in obtaining its admission, the Governor-in-Council would not wish you to press the subject beyond what it ought to bear.

13. The Governor-in-Council is not sanguine in his expectations of the Peshwa's acceding to this arrangement, especially as His Highness has been led to expect that the payment of the tribute due to him would be made at Ahmadabad by the vakils of the tributaries.

14. The Governor-in-Council is pleased to authorise you to assure His Highness that the great object of our solicitude is to maintain the rights of the two Powers on an equitable footing and at the same time to secure to the Chieftains of Kathiawar the enjoyment of the rights and privileges held by their ancestors, which we have solemnly pledged ourselves to maintain, while they continue to perform the engagements they have contracted under our blandari. In short, while they continue to pay the tribute, the Peshwa must be restrained from sending any troops whatever into the dominions of these Chieftains.

15. With respect to the form of acknowledging the Peshwa's authority in Kathiawar, the Governor-in-Council can see no objection to the measure suggested by His Highness's Ministers, on the occasion, the ceremony being proposed to be confined to those only who have hitherto been accustomed to perform it. Under the impression this Government has formed, this stipulation would be attended with an advantage to the Poona State, as he is not apprised that any of the Chieftains of Kathiawar have ever heretofore made any concession of that description to the Poona State.

16. On the third and last point, the Governor-in-Council has directed me to observe that there can be no doubt that any parts which had heretofore been occupied by the troops of the Poona State in Kathiawar, previously to the farm of the taluka of Ahmadabad, ought to be restored to His Highness; but from the best information he has been able to collect, it would appear that no posts whatever in Kathiawar have at any time been in the possession of that State.

17. Supposing this to be the fact, the Governor-in-Council concurs entirely in opinion with you that any stipulations you have made, could not interfere with the interests of the Chieftains of Kathiawar. But, if His Highness has contemplated the carrying his views to a further extent, which the Governor-in-Council is inclined to suspect he feels a disposition to do, any proposition from His Highness to occupy any posts within the province of Kathiawar, even with the concurrence of the Chieftains to whom they belong, should be strenuously resisted, foreseeing, as he does, that the admission of the troops of His Highness into such posts would tend to disturb the tranquillity of the country.

18. The question however in respect to posts will be further explained hereafter, a reference having been to Captain Carnae on the subject, as also, if possible, to establish the fact whether His Highness has at any time separately made mulukgiri collections in that part of the country, to which the present discussions apply, or whether they have hitherto been confined to the Gaikwad State, His Highness receiving a portion of such collections.

19. The Governor-in-Council has thought it due to your situation and character that he should communicate to you openly and freely his opinions on the different points, to which the present discussions relate. You will however perceive there are opinions conveyed in this dispatch, which, if explained to the Peshwa, would tend to lead His Highness to extend his claims far beyond what it would be consistent with justice or good policy to admit.

1815 *Poona, 5th April. 1815 (1815, P. D. 421)*

Mountstuart Elphinstone to Francis Warden.

Proposal I have just had the honour to receive your letter dated the 29th and beg leave to offer my acknowledgements to the Right Hon'ble the Governor for the full and clear explanation it contains of his sentiments on the subject of Kathiawar.

It gives great satisfaction to find that the terms of an agreement, which I proposed to the Peshwa about the middle of last month, are in the spirit of the Right Hon'ble the Governor's plans, and that they embrace most of the points which have attracted his attention.

I cannot better show the state of the affair at the present than by transmitting a translation of that document and of a counter project which I have just received from the Peshwa's Ministers. I should have submitted my own draft to the Right Hon'ble the Governor before this, if I had not expected to have received the Peshwa's answer, and consequently to have been able to communicate something specific in the probable result of the negotiation.

Many expressions are used in the Peshwa's draft, which will probably appear offensive to the Right Hon'ble the Governor, but I believe they are to be attributed to the coarseness of the manners of the Marathas, and to the imperfection of their language, and not to any intentional disrespect towards the British Government.

The only point in which the draft I presented to His Highness the Peshwa, differs from the wishes of the Right Hon'ble the Governor is that it does not expressly forbid the Peshwa ever, in any circumstances, sending troops into Kathiawar. It would be difficult to prevail on His Highness to give up a privilege which the Gaikwad appears to retain, and it is to be hoped that the stipulations contained in the 4th article, including His Highness's acknowledgemet of the rights of the bhumias as declared in our engagements will prevent any inconvenience from the exercise of that power.

Substance of a draft of an agreement proposed to the Peshwa's Government by Mr. Elphinstone on the 15th March, 1815.

It was formerly customary for the tribute of Kathiawar and Mahi Kantha to be collected by the Peshwa and the Gaikwad by sending forces into the province. This method was found inconvenient, because the expense of the armament was a deduction from the tribute, and also because the Kathis being kept in a state of constant hostility by this system, continually retaliated by incursions into the parts of Gujarat belonging to the Maratha State. To remove these evils the Gaikwad (being at that time sarsubahdar of Ahmadabad) resolved on his part and that of the Peshwa to effect a permanent settlement by which the presence of troops should be no longer necessary. The British Government also resolved to concur in effecting this settlement as well with a view to support its allies, the Peshwa and the Gaikwad, as to secure its own dominions in Gujarat from the irregularities produced by the former state of things in Kathiawar. Accordingly a force of the Hon'ble Company with a body of horse of the Gaikwad was sent into Kathiawar, and engagements were concluded with the Chiefs of that country by the Gaikwad Ministers under the guarantee of the Hon'ble Company, the good effects of which have ever since been felt. Similar arrangements were afterwards made on the same principles in Mahi Kantha. His Highness the Peshwa having since resumed the farm of Ahmadabad from the Gaikwad, it becomes necessary to draw up a memorandum of the course to be hereafter pursued.

Article 1st: The Hon'ble East India Company having taken security for the payment of the tribute during the first ten years, engages in case of failure by the Chiefs to procure the payment of tribute to His Highness the Peshwa from their securities until the end of the ten years, the Peshwa engaging to abstain from all interference with the Chiefs and promising scrupulously to respect the engagements guaranteed by the Hon'ble Company.

Article 2nd: The Chiefs shall send their vakils to Ahmadabad to pay the Peshwa's share of the tribute, but no other claim of any description shall be advanced by the sarsubahdar, nor authority exercised by him over the Chiefs or their ryots.

Article 3rd: If it shall appear that there are any posts or forts belonging to His Highness the Peshwa in Kathiawar and Mahi Kantha, those shall be made over to His Highness; but His Highness shall

maintain no garrisons in them, which are not absolutely necessary for their ordinary defence, and shall not permit the garrisons to interfere with the people of the surrounding country.

Article 4th: The Peshwa's tribute shall be paid at Ahmadabad agreeably to the ten years' settlement; and if the payment is interrupted, the British Government will procure its completion; and His Highness shall not within the said ten years interfere in the smallest particular with the Chiefs. If after the expiration of the period any Chief withhold his tribute, the British Government is no longer to be considered answerable for it; but it will concur with the Peshwa and the Gaikwad in endeavouring to procure security for the tributes as before, so that it may be collected without expense. In the event of failure (in procuring security) the Gaikwad and the Peshwa shall act in concert for the recovery of the tribute and shall share the expense incurred in that operation. But, as the British Government and the Gaikwad would suffer from any disorders in Kathiawar no less than the Peshwa, His Highness is to levy the tribute as at present fixed and to make no additional demand; he is to send no troops into the country as long as the tribute is faithfully discharged, and he is to respect the ancient rights of the bhumias as stated in the separate engagements.

Article 5th: Any representations, which the British Resident at Baroda may make with a view to the preservation of the tranquillity of Kathiawar and to the maintenance of the engagements made to the Chiefs, are to be attended to by the sarsubahdar.

Substance of an agreement proposed to the Peshwa Government on the 5th April, 1815, to be substituted for that presented by Mr. Elphinstone.

*Peshwa's
draft*

An annual tribute is due from the bhumia zamindars of Kathiawar to the sarkar and the Gaikwad, to collect which the armies of both used annually to go into Kathiawar and Mahi Kantha. In consequence of which, when Bhagvantrao Gaikwad was sarsubahdar of Ahmadabad, he detached the army of the sarkar along with that of the Gaikwad into Kathiawar and Mahi Kantha. At which time (in the Arabic year 1207) the bhumias represented to both through the Hon'ble East India Company that the annual expedition of the sarkar's force and that of the Gaikwad into Kathiawar and Mahi Katha for the purpose of collecting the tribute was an occasion of permanent distress to the bhumias, and that they were therefore ready to enter into engagements for the regular payment of their annual tribute during ten years; after the expiration of which period another settlement should be made without their being exposed to the distresses of military incursion. On this representation the sarkar's officers in charge of Ahmadabad and the Gaikwad considered that the collection of the tribute from Kathiawar and Mahi Kantha required an annual movement of the troops of both, whereby an expense was incurred for the pay of troops; and moreover that the countries of both in the province of Gujarat suffered from the depredations of the bhumias, by which the cultivation of the country was obstructed; and they considered that by entering into agreements with the bhumias the tribute would be paid without the employment of

troops, and the bhumias would be prevented disturbing the territories of the sarkar and the Gaikwad and the lands assigned to the pay of the Hon'ble Company's battalions. In consideration of these circumstances they granted written terms to the bhumias for ten years (taking the security of the Hon'ble English Company for the payment of the revenue during that period) and accepted of written engagements on the part of the bhumias. At the expiration of the last Arabic year 1812, seven years of the period, engaged for, had expired; and during those seven years the tribute was regularly paid according to the agreement to the subahdar of Ahmadabad and to the Gaikwad through the British Government without the necessity of sending troops.¹ In the present year the sarkar has removed Bhagvantrao Gaikwad from the subah of Ahmadabad and has appointed Trimbakji Danglia to the office. But, as three years of the period, fixed by the engagements contracted by the sarkar's officer and the Gaikwad, are still unexpired, and as Mr. Esphinstone, the British Resident, represents that the engagements ought to be fulfilled by the sarkar, the following memorandum has been drawn up for the settlement of the remaining three years of the period, to which the engagements extended.

Article 1st: Bhagvantrao Gaikwad, the late farmer of the taluka of Ahmadabad, is to deliver in to the Government the original papers containing the engagements of the bhumias, which he received through the British, when he granted written terms to the bhumias; and he is to account for any money which he may have collected as antasth (secret bribes), Darbar kharch (avowed gratifications) and the like over and above the sums fixed by the engagements. The bhumias and zamindars are to come to Ahmadabad and to remain in adherence to the officer of the sarkar; and during the three years that the engagements are to remain in force they are to pay under the security of the English the money agreed for in the engagements entered into with the zamindars; and moreover they are to pay under the security of the English the antasth and darbar kharch (bribes and gratifications), which they may have been in the habit of paying over and above the money fixed by the engagements.

Article 2nd: Agents on the part of the bhumias are to be permanently stationed with the sarkar's officers at Ahmadabad and to pay the money engaged for, together with the antasth and Darbar kharch, etc. annually into the treasury at Ahmadabad, and to take receipts for the amount. Beyond that, they are not to be molested. They are to conform to the pleasure of the sarkar.

Article 3rd: Whatever forts the sarkar may possess in Kathiawar and Mahi Kantha are to be given up to it with their stores, and garrisons are to remain in them on the sarkar's part for their defence; but the garrisons are not to oppress the ryots, and the bhumias are not to conduct themselves improperly towards the killadar.

1 The above Poona-made account of the happenings at Kathiawar is a credit to the Peshwa's inventive genius and also a complete travesty of what actually took place.

Article 4th: It has been requested that the ancient practice shall be inquired into, and after that is ascertained orders will be given accordingly.

Article 5th: Whenever disputes occur among the bhumia zamindars of Kathiawar and Mahi Kantha, in consideration of the security entered into by the British Government for the payment of the tribute, the British Resident at Baroda shall carry the bhumias to the sarkar's office at Ahmadabad, and represent their differences, and shall act in such manner as may appear to them both most for the advantage of the sarkar.

Article 6th: The Gaikwad claims money from the sarkar's districts on account of hay and corn (ghas and dana). That money shall not be given to the Gaikwad. The bhumias shall pay that money for hay and corn to the sarkar over and above their regular tribute.

Article 7th: After the expiration of the decennial arrangements no less tribute shall be taken than that fixed by the present engagements, but as much more as shall appear on inquiry to be obtainable.

1815 *Bombay*, 19th April, 1815 (1815, P. D. 421)

Francies Warden to Mountstuart Elphinstone.

Bombay comment I have been directed by the Right Hon'ble the Governor-in-Council to acknowledge the receipt of your letter of the 5th of this month, enclosing a copy of a proposition you had made to the Peshwa's Government and of a counterproject you had received from His Highness's Ministers, with a view to the adjustment of the affairs of Kathiawar as connected with the different zamindars and Chieftains whose interests are involved in the decennial engagements made by Lieutenant-Colonel Walker.

2. The expectations of the Poona State and the tone, assumed by His Highness the Peshwa on the present occasion, has led this Government to consider the precise extent to which its acquiescence could be given to those propositions consistently with the support of its own dignity and with justice towards the different parties concerned. I have in consequence been directed to offer the following observations on those propositions in the order in which they stand.

1st. That the Gaikwad should deliver to the Poona Government the original papers containing the engagements of the bhumias, which he received through the British Government, and to account for any money he may have collected as the antasth (secret bribes) Darbar kharch (avowed gratifications) and the like, over and above the sums fixed by engagements. The bhumia zamindars to go to Ahmadabad to the officer of the sarkar; and that during the three years the engagements are to remain in force, they are to pay under the security of the British Government the money specified in the engagements with the antasth and Darbar kharch, which they have been in the habit of paying beyond the tributes specified in the engagements.

Article 1st: The Governor-in-Council conceives that no objection can exist to the delivery of copies of the engagements with the bhumias to the authorities at Ahmadabad under the authentication of the Resident at Baroda. But, as the Gaikwad has an equal interest in those engagements, and the British Government is also a party to them, and is expected to see those engagements fulfilled, it is but reasonable that the originals should be deposited in the charge of the Hon'ble Company's representative at Baroda.

3. With respect to the claim, asserted by the Poona Government, that the Gaikwad should account for any money which may have been received by His Highness or any of his officers, as *antasth* (secret bribes) or *Darbar Kharch* (avowed gratification) during the continuance of the lease, over and above the amount of the tribute specified in their engagements, the British Resident has distinctly stated that no such extortions have taken place. But, if from any proofs which the Peshwa's officers may be able to produce, it should appear that the information Captain Carmac has received on this subject is unfounded, the Governor-in-Council will feel it his duty to require the Baroda Government to refund the money so received.

4. Under the explanations afforded by Colonel Walker in his dispatch of the 7th of October, 1807, no such collections were contemplated, nor any other concessions beyond the amount of the established tribute; and should it ultimately be ascertained that such a practice has actually prevailed, it would be no more than an act of justice to the parties that any money, thus extorted from the zamindars, should be restored to them. But, whatever may be decided upon in respect to the past, no further extortions of that description ought now to be permitted. Upon this subject however it will be unnecessary to enter into any further discussions, until the point in doubt shall be clearly established.

5. In regard to the payment of the tribute at the periods specified in the engagements by the bhumia zamindars, the Governor-in-Council can see no possible objection to its being made at Ahmadabad; but he sees considerable objection to the bhumia zamindars remaining at that place, in [*attendance*] to the Peshwa's officer.

6. The Gaikwad Government might with an equal degree of reason claim the same submission. All that seems necessary, consistently with the situation and character of these Chieftains, is that, having already formally acknowledged the Peshwa's right to tribute, they should take care that payment of the stipulated sum be made by themselves or their vakils at the periods specified in the engagements. Should any delay occur in the regular payment of the tribute, the same should be made good by interest for the number of days beyond the stated day of payment, at 1 per cent. per month, as provided for by the engagements; and the British Government will not fail to fulfil its guarantee by enforcing the payment thereof.

2nd. Agents on the part of the bhumias to be permanently stationed at the sarkar's officer at Ahmadabad and to pay the money

engaged for, etc. annually into the treasury at Ahmadabad, and to take receipts for the amount; beyond that, they are not to be molested; they are to conform to the pleasure of the sarkar.

Article 2nd: As provision is only necessary to be made for the payment of the tribute into the treasury of Ahmadabad, when it becomes due, there does not appear to be the least necessity for the permanent residence of an agent from each of the tributaries at that place, especially as the British Government has made itself responsible for its regular liquidation. The article therefore contained in your draft on this subject appears unobjectionable.

3rd. Whatever forts the sarkar may possess in Kathiawar and Mahi Kantha are to be given up to it with their stores, and garrisons to remain in them on the sarkar's part for their defence, but the garrisons are not to oppress the ryots, and the bhumias are not to conduct themselves improperly towards the killadar.

Article 3rd: Any forts actually belonging to the Peshwa in Kathiawar and Mahi Kantha ought to be delivered up to the officer of His Highness, with any stores still remaining, which may have belonged to them during any former possession by His Highness; but it is not to be expected that their present occupiers should relinquish any property belonging to them, which they may temporarily have deposited in such forts.

7. In case any forts in either of the territories above mentioned should be restored under the foregoing article, the garrisons are not to oppress the ryots, and the bhumias are not to conduct themselves improperly towards the killadars. But to enable the British Government to ensure the fulfillment of these conditions, it is necessary that the Peshwa should specify the forts he possessed in Kathiawar and Mahi Kantha, that inquiry may be made into the state of His Highness's claims.

8. Under the impression this Government has formed, according to the information before it, the Governor-in-Council is not aware of any fort or other territory in Kathiawar or Mahi Kantha having at any time been subject to His Highness's sovereignty. With these observations the Governor-in-Council sees no objection to the 3rd article as inserted in your draft of an agreement submitted to the Peshwa's Government.

4th. It is requested that the ancient practice of the bhumias, as stated in the separated engagements may be adhered to; accordingly the ancient practice shall be inquired into; and after that is ascertained, orders will be given accordingly.

Article 4th. With regard to the ancient practice of the bhumias, as stated in the separate engagements, no opinion can be offered on the subject, until the result of the inquiries proposed to be instituted shall be communicated to this Government; but whatever inquiries the Peshwa may be desirous of instituting, they should be conducted in a just and orderly manner.

5th. Whatever disputes occur among the bhumia zamindars of Kathiawar and Mahi Kantha, in consideration of the security entered into by the British Government for the payment of the tribute, the British Resident at Baroda shall carry the bhumias to the sarkar's office at Ahmadabad, and represent their differences, and shall act in such manner as may appear to them most for the advantage of the sarkar.

Article 5th. The British Government could not under any circumstances permit the Resident at Baroda to be employed in carrying or accompanying the bhumias to the sarkar's office at Ahmadabad for the purpose of adjusting any differences either in respect to the fulfilment of their engagements or on any other occasion. But supposing the measure to be otherwise unobjectionable, there would seem no necessity for the Resident proceeding thither, since the British Government is pledged to the engagements.

9. If, contrary to the expectation of this Government, any difference should arise between the officers of His Highness and any of the zamindars, the British Government would be ready to arbitrate such differences by means of its Resident at Baroda according to the principles of equity and justice between the contending parties and make a full report of his proceedings on the occasion for the information of the Peshwa; but supposing the fact to be that His Highness has no territorial possessions bordering on the talukas of these Chieftains, the case to be provided for is not likely to occur.

6th. The Gaikwad claims money from the sarkar's districts on account of hay and corn (ghasdana). That money shall not be given to the Gaikwad. The bhumias shall pay that money for hay and corn to the sarkar, over and above their regular tribute.

Article 6th. The expectations of the Poona Government, adverted to in this article, are expressed in too general a manner to enable the Government to form any opinion of the extent to which these concessions are required. The districts, wherein ghasdana collections are made by the Gaikwad, are not specified. It would be but an act of justice to His Highness, before any sacrifice of rights be submitted to, that the Peshwa should explain the grounds on which the Gaikwad claims on account of ghasdana should be relinquished in his favour.

7th. After the expiration of the decennial arrangements no less tribute shall be taken than those that are fixed by the present engagements, but as much more as shall appear on inquiry to be attainable.

Article 7th. Upon this article the Governor-in-Council has to remark that it is acknowledged by the Peshwa in the preamble to the articles of the agreement, proposed by His Highness's Ministers, now under consideration, that the annual expeditions of the sarkar's force and that of the Gaikwad into Kathiawar and Mahi Kantha for the purpose of collecting the tribute occasioned permanent distress to the bhumias, that in these annual movements an expense was incurred for the pay of the troops, moreover that the countries of both States in the province of Gujarat suffered from the depredations of

the bhumias, by which the cultivation of the country was obstructed; and it was considered that by entering into agreements with the bhumias the tribute would be paid without the employment of troops, and the bhumias would be prevented from disturbing the territories of the sarkar and the Gaikwad and the lands assigned to the pay of the Hon'ble Company's battalions. It is further acknowledged that during the period of seven years the tribute has been regularly paid according to the agreement to the sarsubahdar of Ahmadabad and to the Gaikwad through the British Government without the necessity of sending troops. When these acknowledged advantages, resulting from the arrangements made by the British Government, be duly weighed and the amount of the tribute, which the Peshwa formerly collected with so much difficulty from Kathiawar, be compared with that he has recently derived, and the present tranquil state of His Highness's territories in Gujarat is contrasted with the disorder and confusion which prevailed prior to the conclusion of the engagements, the benefits His Highness has derived through the agency of the British Government will forcibly appear; but it could hardly be expected that such advantages could be acquired without yielding some concessions favourable to the interests of the bhumias and the Chieftains in Kathiawar.

11. The British Government accordingly entered into solemn engagements with those Chieftains to secure them against any increase of tribute beyond the amount specified in their respective agreements, the extent of which will be found on examination to be equal to what the Peshwa and Gaikwad had ever before realised; and it would have been hoped, considering the advantages thus derived and the means exerted by the British Government to obtain and to secure them, that the Peshwa would have relinquished any claim to their augmentation.

12. During the continuance of the decennial arrangement the amount however has been acceded to by the Peshwa, and the British Government would see with great regret any attempt on the part of the Poona Government to increase it. When the period shall arrive for the renewal of the decennial engagement, the interposition of the British Government will be probably called for by those Chieftains under the engagements we have made, and its conduct will of course be regulated on a consideration of the existing circumstances. But, whatever may be the conduct of the Poona Government on the occasion, the Government has the satisfaction of knowing that the Gaikwad will most scrupulously adhere to his engagement.

13. On the last paragraph of your letter on the subject of the prohibition to the Peshwa's sending troops into Kathiawar, in which you are pleased to state that it would be difficult to prevail on His Highness to give up a privilege which the Gaikwad appears to retain, the Governor-in-Council has to observe that, in the event of the Peshwa establishing his rights to any territorial possessions in Kathiawar, the privilege cannot be denied to him. But supposing our information on the subject to be correct, the Gaikwad stands on a very different footing with the Peshwa; the former has obtained territorial possessions under the right of conquest in that province, he

is the sovereign of Amreli and two or three other places where his troops are stationed; but notwithstanding this important distinction, His Highness is restricted from sending any of his troops into the talukas of those Chieftains; and while the engagements they have entered into may be fulfilled, neither the Gaikwad nor the Peshwa ought to be permitted to march their troops into the territories of those Chieftains, or in any other respect to disturb their tranquillity, or encroach upon their independency.

Nasik, 8th June, 1815 (1815, P. D. 422)

1815

Mountstuart Elphinstone to Francis Warden.

I have lately received several applications from the Peshwa's *Poona* Ministers for the payment of His Highness's share of the tribute *demands* for Kathiawar.

I have replied to them that, if the tribute has been collected, it will of course be paid to them; but that, if it has not, the Right Hon'ble the Governor may perhaps feel a difficulty in interfering regarding His Highness's tribute, until he shall be able to assure the Kathis that the engagements, by which alone we are entitled to claim it, will be observed by the Peshwa.

The Ministers replied that, as the Peshwa had promised to maintain the agreements for three years, we ought to enforce the payment of the tribute for that time; that they had refrained from levying it themselves on my assurance that it should be secured for them; and that they ought now either to receive it from us or be allowed to take it from the bhumias. I contended on the other hand that the Peshwa had agreed to nothing, as long as he objected to the perpetuity of the engagements, that being the only thing the bhumias demanded in return for their consenting to pay a tribute peaceably at Baroda. That the Peshwa could not be permitted to levy the tribute in the former manner, because his doing so would be contrary to the engagements of his former sarsubahdar, which we had guaranteed; but that the amount was nevertheless secure, since, as soon as our engagements with the bhumias are confirmed either by His Highness's acceptance of them or by some new arrangement of our own, we should interfere to procure the whole that was due to him from the time when the Gaikwad farm ceased.

I at length agreed to acquaint the Right Hon'ble the Governor with the application of the Ministers; and I assured them that any money, which had been collected by the Gaikwad, would be paid to the sarsubahdar at Ahmadabad; and that, if no collection had been made, I would acquaint them with the course which the Right Hon'ble the Governor might determine to pursue.

Minutes, 16th June.

Ordered that a copy of the preceding letter be sent to the Resident *Orders* at Baroda with instructions to report whether the tribute payable under the decennial engagement has been regularly collected from the Chieftains of Kathiawar since the termination of the farm of Ahmadabad as well on account of the Gaikwad as of the Peshwa. If

the collections should have been made, Captain Carnac will state their amount and the proportion due to each of these Powers; and if none have been realised, he will explain the cause and report how far the arrears may now be recoverable either wholly or in part.

1815 Poona, 12th June, 1815 (1815, P. D. 422)

Mountstuart Elphinstone to Francis Warden.

*Kathiawar
settlement*

After the date of the last letter [which] I had the honour to address to you on the subject of Kathiawar, I delivered a second draft of an agreement to the Peshwa's Ministers, and received another on their part equally inadmissible as the last they presented. I have the honour to enclose translations of those papers. That which I drew up, was intended to combine as much as possible the objects of the British Government with the expressions adopted by the Peshwa's Ministers.¹

After this I allowed the subject of Kathiawar to lie over, knowing that the Peshwa's Ministers must be the first to feel the inconvenience of the present unsettled state of things.

Accordingly, not long after my arrival at this place, the Ministers applied to me for the Hindu year that has lately expired, and at the same time expressed their desire that something definitive should be settled about Kathiawar. I have since had many conversations with them on the subject, but the negotiation is not yet brought to a close.

The Peshwa's Ministers confound a tributary with a feudatory and a feudatory with a subject; and considering the bhumias to stand in the last mentioned relation, they look upon the desire we express for the Peshwa's accepting a fixed tribute from those Chieftains, in lieu of all demands, as equivalent to a proposal for an actual cession of the territory of Kathiawar. This idea is strengthened by the apprehension that, if the Peshwa consents to abide by the engagements contracted by Colonel Walker, we shall reduce the bhumias into entire dependence on ourselves, so that we shall in effect hold the sovereignty of Kathiawar, subject to the payment of an annual sum to the Marathas.

This makes them regard with particular jealousy the anxiety, which we show for excluding them from Kathiawar, and the provision, which I have proposed in the 5th article of the enclosed draft, for indemnifying us for the expense of reducing rebellious bhumias; and those are the points against which their objections are now chiefly directed.

They say they will agree to preserve our engagements in perpetuity provided that they are left to take their own course with any bhumias whom we may admit to have broken those engagements; but they declare that they have no wish to employ our troops on such

¹ See accompaniment to this letter. By making use of the expression 'adopted by the Peshwa's Ministers' Elphinstone gives a wrong account of the Kathiawar settlement. This settlement did not originate with the bhumias but with Alexander Walker.

occasions and still less to pay for them. On my objecting that their troops, when employed against one bhumia, would bring about a new war by ravaging the lands of another, they said no such effect was experienced in the case of the Gaikwad, who was now besieging a place in the Navanagar territory, and they offered to agree that an assistant should be sent from this Residency with their troops to restrain any proceedings hostile to the spirit of their engagements. Perceiving me adverse to this arrangement, on the efficacy of which I have no dependence, they showed a disposition to agree to leave the management of Kathiawar in our hands, provided we would procure the Peshwa his tribute free of expense, and would engage to enter into no treaties with the bhumias without the Peshwa's consent. I said, if the first of these demands should come to be the only obstacle to a settlement, I would consult the Right Hon'ble the Governor on the practicability of agreeing to it; but the second, I said, would lead to much inconvenience. I could assure the Peshwa that no design was entertained of entering into treaties with the bhumias, especially for the purpose of aggrandisement; but cases might arise, which would not at present be clearly foreseen, where it might be necessary for us to make treaties. I said the demand was unreasonable, as the Peshwa offered no equivalent for the sacrifice he required, except his consent to accept our gratuitous services in collecting his tribute. That it was unnecessary, since His Highness acceding to our engagements, so far from giving any facility to our entering into separate treaties with the bhumias, was the only arrangement that could preclude the necessity of our taking such a step. I said our right to undertake the protection of the bhumias, provided they paid their regular tribute, was indisputable and would probably have been exercised for the purpose of securing the tranquillity of Gujarat if the tribute had not been due to a Prince whom we were anxious to treat with delicacy; and that, if His Highness should now refuse to ratify the engagements of his former sarsubahdar, which we had guaranteed, I saw no remedy but to enter into treaties on our own behalf with the bhumias, engaging to protect them in the possession of the rights which we had promised to secure. The Ministers on this denied Bhagvantrao Gaikwad (their former sarsubahdar) powers to enter into engagements of the nature in question without a reference to the Peshwa, and also protested against our right to make separate treaties with the bhumias, who, they contended, were the Peshwa's subjects. I replied that Bhagvantrao was justified by the terms of his sanad and by the practice of Maratha Governors in taking it upon himself to make an arrangement so advantageous to the Peshwa; and that with respect to the bhumias, the Peshwa was so far from ever having been possessed of sovereignty over them, that he had no acknowledged right to tribute from them, and never had received any, except as a composition to secure a suspension of the ravages of his armies; that admitting his right to tribute to have grown into prescription, he must have some proofs of his having obtained any other right he claimed by the same means, or [*that*] he could show that it had been transferred to him by a former possessor or surrendered by the bhumias themselves. If he could bring no proofs of any kind, we must be allowed to dispute his

claim. The Ministers then talked of certain ancient treaties with the bhumias themselves, which have been often mentioned, but never produced. At length the Peshwa's departure approached, and His Highness declared his intention of finishing the discussion at Poona, before he sets out for Pandharpur. If the tribute should have been collected for him in the interim, he will probably grow cool on the final adjustment, unless he is alarmed by any appearance of our concluding separate engagements with the bhumias or by our conducting affairs arising out of the engagements alone (like that of Jodiya) without reference to him. In the meantime I should be happy to be favoured with the Right Hon'ble the Governor's sentiments on the subject of this dispatch and especially to know whether he would prefer keeping the bhumias to their engagements at the expense of the British Government, or allowing the Peshwa to punish their departure from them with his own means.

I take this opportunity of acknowledging the receipt of your letter dated the 15th of May. If the Chief of Patri be one of the bhumias included in the settlement made by Colonel Walker, the Peshwa's officers have no doubt broken the promises, which His Highness has made, of refraining from every interference with those persons, that could endanger our engagements. I have however deferred addressing any remonstrance on the subject to the Peshwa until I receive the details of the proceeding adverted to. I am led to this from the consideration that Patri is mentioned in several of the complaints respecting Umar Khan as a place of the Peshwa's. I have in consequence urged the residence of that freebooter at Patri as a particular proof of connivance on the part of the sarsubahdar of Ahmadabad. Patri is not included in the list of petty States in Kathiawar transmitted to me, and Gangadhar Shastri is of opinion that it is part a dependency of the Viramgam pargana.

Translation of a draft of an agreement relating to the settlement of Kathiawar, presented by Mr. Elphinstone to the Peshaw's Ministers.

New draft by Elphinstone An annual tribute is due from the bhumias zamindars of Kathiawar and Mahi Kantha to the Peshwa and the Gaikwad, to collect which the armies of both used annually to go into Kathiawar and Mahi Kantha. In consequence of which, when Bhagvantrao Gaikwad was sarsubahdar of Ahmadabad, he detached the army of the Peshwa's sarkar along with that of the Gaikwad into Kathiawar and Mahi Kantha, and the British Government also sent a force in addition to that subsidised by the Gaikwad on the same expedition. At that time the bhumias represented to the Peshwa and Gaikwad through the Hon'ble East India Company that annual expeditions of the sarkar's force and that of the Gaikwad into Kathiawar and Mahi Kantha for the purpose of collecting the tribute were the occasion of permanent distress to the bhumias, and that they were therefore ready to enter into engagements for the regular payment of their annual tribute during ten years; after the expiration of which another settlement should be made without their being exposed to the distress of a military incursion. On this representation, the Peshwa's officer in charge of Ahmadabad and the Gaikwad reflected that the collection of the tribute from Kathiawar

and Mahi Kantha required an annual movement of the troops of both, whereby an expense was incurred for the pay of troops, and moreover that the territories of both in the province of Gujarat suffered from the depredations of the bhumias, by which the cultivation of the country was obstructed; and they considered that by entering into agreements with the bhumias the tribute would be paid without the employment of troops, and the bhumias would be prevented from disturbing the territories of the Peshwa and the Gaikwad. In consideration of these circumstances they granted written terms to the bhumias and took security under the guarantee of the Hon'ble English Company for the payment of the revenue during the first ten years. They also accepted of written engagements on the part of the bhumias. At the expiration of the last Arabic year 1214, seven years of the period, for which security had been taken in Kathiawar (and two [years] in Mahi Kantha) had expired; and during those years the tribute was regularly paid, according to the agreement, to the subahdar of Ahmadabad and the Gaikwad through the British Government without the necessity of sending troops. In the present year the sarkar has removed Bhagvantrao Gaikwad from the subah of Ahmadabad and has appointed Trimbakji Danglia to that office, and the following agreement has been settled regarding the course to be hereafter pursued.

Article 1st: Bhagvantrao Gaikwad, the last sarsubahdar of Ahmadabad, is to deliver to His Highness the Peshwa the original papers containing the engagements of the bhumias of His Highness the Peshwa's share, which he received through the officers of the British Government when he granted terms to the bhumias, and to explain the amount of any money which he may have annually collected as antasth, Darbar kharch and the like, over and above the sums fixed by the engagements. The bhumias zamindars are to come or send agents to Ahmadabad and pay their tribute to the officer of the Peshwa's Government; and during three years that the engagements are to remain in force they are to pay under the guarantee of the British Government the money agreed for in the engagements entered into by them.

Article 2nd: The bhumias are to be liable to no demand or interference of any kind on the part of the Peshwa's Government, provided they pay the tribute due by the engagements guaranteed by the British Government; but, if the bhumias should of their own free consent and without violation of their agreement make any payment under the name of antasth or Darbar kharch, over and above the tribute fixed by the said agreements, in that case (on the payment being proved) His Highness the Peshwa shall be entitled to a share of those emoluments, proportioned to his share of the tribute.

Article 3rd: If there appear to be any thanas in Kathiawar and Mahi Kantha belonging to His Highness the Peshwa, they shall be delivered over to him within three months with any stores belonging to His Highness that may be in them. His Highness is to keep garrisons in them sufficient for their defence, but the commander is not to interfere with the inhabitants of the neighbouring country, nor are they in any way to be molested. No troops are to be kept in

Kathiawar and Mahi Kantha that are not required for the defence of those garrisons. If the zamindars should be guilty of any impropriety, the matter is to be settled by the three States in conjunction.

Article 4th: Of the ten years for which security has been taken in Kathiawar three remain unexpired. At the expiration of which period, if any zamindar withholds his tribute, the British Government is no longer answerable for it; but it will concur with His Highness the Peshwa and the Gaikwad in endeavouring to procure security for the tribute as before, so that it may be collected without expense. In the event of any zamindar refusing security, the three States shall take such measures to procure security for the tribute from him as may be concerted between them with the view of preserving the tranquillity of Kathiawar and preventing the renewal of the evils of ancient system.

Article 5th: No design is entertained of obtaining territorial acquisitions in Kathiawar nor of gaining anything beyond the fixed tribute; but, if any indemnities are obtained for expenses incurred in wars, they shall be divided on equitable principles.

Article 6th: The Hon'ble East India Company and His Highness the Peshwa engage to levy no greater tribute from the bhumiars of Kathiawar and Mahi Kantha than that at present fixed, and to conform in perpetuity to the engagements of which copies have been delivered to His Highness the Peshwa. The British Government engages to procure the accession of the Gaikwad Government to this article.

No. 2 Translation of a draft of an agreement relative to the settlement of Kathiawar, presented to Mr. Elphinstone by Trimbakji Danglia, the Peshwa's Minister, on 23rd of April, 1815.

Danglia's counter-proposal Bhagvantrao Gaikwad, the Peshwa's mamlatdar in the taluka of Ahmadabad, and the Gaikwad having granted certain conditions to the zamindars of Kathiawar and Mahi Kantha, and having taken the security of the English Government for the discharge of the sums payable by them, obtained written engagements for a period from the zamindars in question. Of that period seven years had expired at the end of the last Arabic year, and three years still remain; for which, the English Resident requires that measures should now be taken for the due fulfilment of the above engagements. Collections shall be made for the three remaining years according to those agreements, and the zamindars should through the intervention of the English be made responsible for paying to the subahdar at Ahmadabad for those three years what is due by them under their engagements. After the ten years shall have been completed the guarantee of the English shall be no longer considered as in force, and the zamindars shall pay due submission to the subah in Ahmadabad and strictly discharge their payments according to the usual practice. If they should fail in this, the troops of this Government and the Gaikwad shall unite to effect such a settlement as may be necessary in Kathiawar and Mahi Kantha. Dated 1215, Arabic year.

Bombay, 15th June, 1815 (1815, P. D. 422)

1815

Sir Even Nepean to the Governor-General.

Agreeably to the intentions expressed in the concluding paragraph of our letter of the 28th of February last, we now proceed to communicate to Your Lordship the result of the negotiations connected with Kathiawar and Mahi Kantha, arising out of the resumption by His Highness the Peshwa of the management of his share of the district of Ahmadabad and of its dependencies. *Kathiawar settlement*

2. In our letter to Your Lordship of the 6th of March last we entered into an explanation of the nature of the engagements concluded by Lieutenant-Colonel Walker with the Chieftains of Kathiawar; and it is of some importance that Your Lordship's attention should be directed to this part of the subject, as it will appear by a letter we have received from the Resident at Poona, dated the 10th of March, a copy of which was forwarded to Your Lordship on the 29th of that month, that a misconception had taken place in respect to the duration of those engagements from the use of the term "Decennial Settlement", which, as Your Lordship will observe by our Chief Secretary's letter to Mr. Elphinstone, was intended to apply merely to the collateral security renewable every ten years, the mulukgiri claims on the Chieftains of Kathiawar having been fixed in perpetuity.

The object of this decennial arrangement was directed to the security, as far as might be practicable, of an adherence on the part of these Chieftains to the engagements they had made; and the period of 10 years was chosen as most consistent with the practice of the country and the prejudices of its inhabitants.

3. As Mr. Elphinstone's original application to the Peshwa to obtain a confirmation of the decennial arrangements was made under an impression that no other than the first decennial arrangement (not yet expired) existed with the Chieftains of Kathiawar, it may probably be difficult to procure His Highness's consent to the fixing this settlement of his mulukgiri claims in perpetuity; and under the circumstances we have already had the honour of communicating to Your Lordship an original oversight in obtaining the acquiescence of His Highness to the fixing of the amount of his tribute from Kathiawar. It appeared to us the more requisite that the advantages, which have been derived by the Poona State from those arrangements, should be explained to His Highness to justify Lieutenant-Colonel Walker's proceedings on that occasion.

4. The arrangements, adduced in the letter to Mr. Elphinstone already referred to, we were in hopes would have tended to remove any doubt that might have been entertained on this point, and have satisfied the Peshwa that the great object of our solicitude had been directed to the maintaining the right of His Highness and of the Gaikwad on an equitable footing, and at the same time to secure to the Chieftains of Kathiawar the enjoyments of the privileges they had derived from their ancestors, which we had solemnly pledged ourselves to maintain, while they continued to fulfil the engagements they had contracted under our bhandari. *Peshwa's claims*

5. Having been furnished by the Resident at Poona on the 5th of April with a translate of the propositions he had made to the Peshwa on this subject, and of a counterproject received from the Peshwa's Ministers, the expectations of the Poona Government, as conveyed in the last mentioned document, and the tone, assumed by His Highness the Peshwa, led us to consider the precise extent to which our acquiescence could be given to those propositions, consistently with a due regard to the faith of the British Government. We beg leave to refer Your Lordship to the enclosed copy of our Chief Secretary's letter to Mr. Elphinstone, in which our sentiments are stated on each article of that document and particularly the last article, wherein a provision is made for an increase to the tribute at the expiration of the decennial agreement (notwithstanding the acknowledged advantages resulting to the Peshwa from the arrangements made by the British Government), the admission of which would be fatal to our arrangements and destructive to the prosperity of the country.

Anxiety. 6. We have not recently received any communication from Mr. Elphinstone of His Highness's decision in consequence of our observations; and although His Highness has expressed his intention of respecting the existing decennial engagements made by Colonel Walker, we cannot help feeling considerable anxiety for a speedy determination in respect to the [future?], as the repeated remonstrances, we have already had occasion to make through the Resident to the Peshwa, of the unfriendly and unbecoming behaviour of his officers at Ahmadabad give us great reason to apprehend that, unless their interference with the Chieftains of Kathiawad be prohibited, while they fulfil their engagements, the country will shortly relax into that state of disorder which prevailed previously to the adjustment of the tribute, the effects of which could not fail to disturb the tranquillity of our own possessions.

1815 *Bombay, 30th June, 1815 (1815, P. D. 422)*
Francis Warden to Mountstuart Elphinstone.

Comment I have been directed to acknowledge the receipt of your second letter of the 12th, accompanied by a draft of the agreement proposed by you to the Poona Government and the draft presented to you by Trimbakji Danglia. The different points to which that letter relates having been under the deliberate consideration of the Governor-in-Council, I am now to communicate to you the observations which have occurred in consequence.

2. The suspicions, entertained by the Peshwa of our desire to exercise sovereignty over the territory of Kathiawar, you may assure His Highness, are totally and completely unfounded, of which a stronger proof cannot yet be afforded than our rejection of the overtures which have repeatedly been made to us for a more intimate connection with those petty States, the acceptance of which probably would have terminated in our being invested with the exercise of such authority. But in explaining to His Highness the line of conduct we have adopted, he should distinctly understand that, though from a

point of delicacy towards His Highness and the Gaikwad we have hitherto refrained from consenting to a closer connection with any of those Chieftains, we are not yet aware that we should have departed from these principles of good faith by which we are desirous of regulating our conduct in all our proceedings, whenever the interests of our allies are concerned, had we under the sanction of the Supreme Government accepted the sovereignty of a portion of the province of Kathiawar, the necessity of which, since His Highness has resumed the farm of Ahmadabad, has become more urgent than it otherwise would have been; nor can the Governor-in-Council give any assurances that this Government will always adopt a policy of this description.

3. The proposition of the Poona Government of acceding to the fulfilment of Lieutenant-Colonel Walker's engagements in perpetuity, provided they were allowed to take their own course with the bhumias who may break their engagements, would on the first view of the subject appear to be no more than just and reasonable. But it must be obvious to everyone who has the remotest knowledge of the movements of a Maratha army, that, even with the check suggested by the Poona Darbar of the presence of an assistant from the Residency on any operations to be undertaken against any refractory bhumias, it would be impracticable to restrain these excesses which, experience has taught us, are to be expected from a native army, even though an assistant should accompany it.

4. The Chieftains have agreed to pay a stipulated tribute under our bhandari; and while they perform their engagements, they have assurances of our fullest protection.

5. We are the arbiters between the parties; and should any of the Chieftains show a disposition to break their engagement, the Darbars of Poona and Baroda have a claim to our interposition.

6. But it cannot be expected that in the character, wherein we are placed, our interposition should be afforded gratuitously; and as the Poona Government has decidedly objected to the principle of employing and paying British troops in enforcing these engagements, one of the two alternatives must be resorted to, namely that recourse must be had to the aggressor for the liquidation of any expenses so incurred, or that a British force should be permanently stationed in Kathiawar at the expense of the Chieftains for whose protection they may be employed, as it should be borne in mind that the payment of the pecuniary claims of the Peshwa and Gaikwad are not the only engagements we have made. We have guaranteed the security of one Chieftain against the oppression of another, and fixed in perpetuity the payments of the subordinate Chieftains composing the bhayad of a principality to the Chief of the tribe, and we have also guaranteed to protect the bhayad against the tyranny and oppression of their superiors.

7. On the footing thus explained it would appear advisable that we should not obstruct the adjustment of the principal question, namely the confirmation of the engagements of Lieutenant-Colonel

Walker by the Peshwa in perpetuity; His Highness the Peshwa always understanding that in the event of any demur to the liquidation of our expenses, we are at free liberty to enter into any arrangements with the bhumias for the adjustment of our claims, taking care at the same time to secure to the Poona Government the permanent enjoyment of the rights it at present possesses.

8. It appears by your dispatch, to which I am now replying, that you have carried the argument in support of the power of the Gaikwad to enter into engagements with the bhumias, as late sarsubahdar of Ahmadabad, in behalf of the Poona State, as far as it could well be done and leaves nothing for the Governor-in-Council to urge on the subject.

9. The Governor-in-Council has no knowledge of any ancient treaties made by the Poona Government with the Chieftains and bhumias of Kathiawar. During the research of Lieutenant-Colonel Walker into the ancient constitution of Kathiawar no traces of the treaties, alluded to, were to be found; but on the contrary it appeared that the rights asserted by the Peshwa over the bhumias were no further acknowledged than while his power existed of enforcing his exactions. Had any such treaties existed, they would have been respected.

10. The Peshwa claims the same degree of sovereignty over the petty States of Cutch as he now attempts to assert over the bhumias of Kathiawar; and yet it is notorious that the Chieftain of that country considers himself no more under the control of His Highness than does the Nawab of the Karnatik, from whom the Marathas also formerly derived a tribute.

11. The Nawab of Junagarh possesses a right to collect mulukgiri claims from the parganas of Dhandhuka and Ranpur, ceded to us by the treaty of Bassein, equally admissable with those of the Peshwa and Gaikwad on the Chieftains of Kathiawar. While those parganas were in His Highness's possession, did he ever admit or would he have admitted the first mentioned Chieftain to exercise those rights in His Highness's territories, which His Highness now endeavours to establish in Kathiawar? The question, it is believed, may be answered in the negative; since the cession of those parganas, the British Government has recognised the Junagarh claims; but under no circumstances would it admit the interference of that petty State with the ryots or bhumias of our territories, by whom the claims are payable, in the levy or augmentation of the amount which has also been fixed in perpetuity.

12. The petty State of Porbandar is subject to the payment of the same description of claims to the Gaikwad and Peshwa; and yet the British Government has taken that Principality under its protection, and participates in the customs of the port; nor has this connection in any degree encroached upon the rights of those States which are limited to a tribute, the punctual discharge of which they can alone demand, and the realisation of which our connection has placed on a securer basis than prior to its formation.

13. As we have not yet been furnished with any further particulars on the subject of the proceedings of the Peshwa's officers in the case of the Chieftain of Patri, it is only to be observed that, as soon as such particulars shall reach this Government, they will be communicated to you.

14. Meanwhile I have been instructed to call your attention to the documents accompanying Lieutenant-Colonel Walker's dispatch of the 7th October, 1807, of the settlement of Jhalawar, by which it will appear that Patri forms one of the petty States of that province. It is not a regular mulukgiri place; the Gaikwad has a ghasdana demand of Rupees 5.652; and the Peshwa a peshkash payable every fifty-four months of 11,500 Rupees.

15. I return a copy of the draft of agreement, presented by you to the Peshwa's Ministers, with the observations of the Governor-in-Council annexed to that document.

Translation of a draft of agreement relating to the settlement of Kathiawar, presented by Mr. Elphinstone to the Peshwa's Ministers.¹

A right to an annual mulukgiri collection has been claimed by the Peshwa and Gaikwad from the bhumia zamindars of Kathiawar and Mahi Kantha, to realise which the armies of the two States used annually to go into Kathiawar and Mahi Kantha. In consequence of which, when Bhagvantrao Gaikwad was sarsubahdar of Ahmadabad, he prevailed on the British Government to detach a British force in Kathiawar and Mahi Kantha, in addition to that subsidised by the Gaikwad, for the purpose of concluding some permanent arrangement with the bhumias in liquidation of such claims and for restoring the tranquillity of the country then in a state of disorder, many of the bhumias being then engaged in hostility with each other.

On the arrival of the army in Kathiawar, the bhumias, feeling the distress and inconvenience which these expeditions had occasioned, in consequence of the advice of the Resident of Baroda, consented to enter into engagements for the regular payment of an annual tribute during ten years; after the expiration of which period another settlement should be made, and so on, in perpetuity; by which they expected to be relieved from the distresses of a military incursion.

On this occasion the British Resident and the Gaikwad, reflecting that the mulukgiri collection from Kathiawar and Mahi Kantha required an annual movement of troops, whereby an expense was incurred, and moreover that the tributaries of the Peshwa and Gaikwad in the province of Gujarat suffered from the depredations of the bhumias, by which the cultivation of the country was obstructed; and considering that by entering into agreements with the bhumias a tribute might be realised without the employment of troops, and that the bhumias

¹ Compare these proposals with those accompanying Elphinstone's letter of 12th June, 1815. There is a considerable difference both in the long preamble and in the articles. In the proposals here recorded the preamble gives a more correct view of events, and the articles show a firmer resolve to keep the Poona troops out of Kathiawar.

would not under such an arrangement be likely again to disturb the territories of the Peshwa, or the Gaikwad, or those of the Hon'ble Company, entered into agreement with the bhumias for consolidating their mulukgiri claims into the shape of a tribute.

The arrangement to be considered as permanent, but security to be given by the bhumias for the faithful performance of their engagements every ten years. The fulfilment of these engagements was guaranteed by the British Resident on the part of the Hon'ble Company.

At the expiration of the last Arabic year, seven years of the first decennial arrangement, for which security had been taken in Kathiawar, and two [years] in Mahi Kantha had expired; and during those years the tribute was regularly paid according to the agreement without the necessity of sending troops. In the present year the Peshwa has resumed his share of the claims and the territories dependent on the subah of Ahmadabad, and has appointed Trimbakji Danglia to the office, and the following agreement has been settled regarding the course to be hereafter pursued.

Article 1st: Bhagvantrao Gaikwad, the late sarsubahdar of Ahmadabad, is to deliver to His Highness the Peshwa the original papers containing the engagements of the bhumias of His Highness the Peshwa's share of the tribute, and to render an account of any money he may have annually collected, as antasth, Darbar kharch and the like, over and above the sums fixed by the engagements. The bhumia zamindars are to come or send agents to Ahmadabad and pay their duty to the officer of the Peshwa's Government.

Article 2nd: The bhumias are to be liable to no demand or interference of any kind on the part of the Peshwa Government, provided they pay the tribute according to the term of their engagements guaranteed by the British Government. But, if the bhumias should of their free consent and without violation of their agreements make any payment to the Gaikwad under the name of antasth or Darbar kharch, over and above the tribute fixed by the said agreements, in that case (on the payment being proved) His Highness the Peshwa shall be entitled to a share of those emoluments proportioned to his share of the tribute.

Article 3rd: If there appear to be any thanas in Kathiawar and Mahi Kantha belonging to His Highness the Peshwa, they shall be delivered over to him within three months, with any stores belonging to His Highness that may be in them. His Highness is to keep garrisons in them sufficient for their defence; but the commander is not to interfere with the inhabitants of the neighbouring country, nor are they in any way to be molested. No troops are to be kept in Kathiawar and Mahi Kantha that are not required for the defence of those garrisons.

Article 4th: Of the ten years for which security has been taken in Kathiawar, three remain, unexpired; at the expiration of which period, if any zamindar withholds his tribute, the British Government,

as the guarantee in perpetuity, will of course secure the payment of the tribute, subjecting the defaulters to the expenses of enforcing the fulfilment of their engagements, and will endeavour to procure security for the tribute, so that it may be collected without expense.

Article 5th: His Highness the Peshwa engages to levy no greater tribute from the bhumbias of Kathiawar and Mahi Kantha than that at present fixed, and to conform in perpetuity to the engagements of which copies have been delivered to His Highness the Peshwa. The British Government engages to procure the accession of the Gaikwad Government to this article.

Kundapur, 12th July, 1815 (1815 P. D. 423)

1815

Mountstuart Elphinstone to Francis Warden.

1. Since my return to Poona frequent discussions have taken *Peshwa's* place regarding Kathiawar, but nothing was settled on the subject *opposition* before the Peshwa's departure.

2. His Highness offers now to give his verbal promise to observe our engagements, but he refuses either to enter into a regular treaty to that effect, or to communicate his promise in a letter to me, or to allow the British Government to write a letter (subject to his approbation), promising in his name that the engagements shall be adhered to. In this state of things I could only repeat that His Highness was forcing the British Government on the measure to which he was so averse, of concluding separate treaties with the bhumbias, guaranteeing them in the possession of their rights against all States whatever.

3. I hope His Highness will yet save the British Government the necessity of such a step; and if in the meantime he could be kept to his promise of abstaining from all interference with the bhumbias, the delay in his ultimate compliance would be of less consequence.

4. In reference to the Right Hon'ble the Governor's remarks on the draft enclosed in your letter of June 30th, I beg leave to observe that the same objection to the statement of the Peshwa's having had troops in Kathiawar had occurred to me, but was removed by the explanation that half of the troops belonging to the province of Ahmadabad, though at that time under the command of the Gaikwad, were in fact in the pay of the Peshwa.

5. After writing my letter of the 12th of June, but before I had the honour of receiving your dispatch in reply, it occurred to me that Patri was mentioned in Colonel Walker's list, though under a name somewhat different, I accordingly addressed the Peshwa's Ministers on the subject of the imprisonment of the desai with all the seriousness which this first direct infraction of our engagements merited. The Ministers declaring their ignorance and disbelief of the transaction, I thought it best to avoid any formal demand, till I should have received further information; but I continued every time I saw the Ministers, to allude to the subject and to inquire whether any account had yet reached them regarding it. It would be convenient if the Resident at Baroda, on ascertaining the particulars, should address the

sarsubahdar, demanding the release of the desai and, in the event of his refusal, should forward a copy of his reply to be laid before the Peshwa.

6. I shall have the honour of forwarding a copy of this letter to His Excellency the Right Hon'ble the Governor-General and to the Hon'ble the Vice-President-in-Council.

Minutes, 17th July.

Orders

Ordered that a copy of the preceding letter be sent to the Resident at Baroda with instructions to afford any information he may possess in respect to the situation in which the troops belonging to the province of Ahmadabad formerly stood, as adverted to in the 4th paragraph of Mr. Elphinstone's letter, and desiring that he will adopt the suggestion conveyed in the 5th paragraph by addressing a letter to the sarsubahdar of Ahmadabad demanding the release of the desai of Patri.

1816 *Baroda, 16th March, 1816 (1816, S. D. 296)*

James R. Carnac to Captain Ballantine.

*Peshwa's
tribute*

You will have the goodness to adopt measures immediately for the realisation of the Peshwa's tribute in Kathiawar since the period of His Highness's resumption of his possessions in Gujarat; and in the event of circumstances rendering it impracticable to obtain the whole amount of the outstanding dues, you will appropriate the money, which is obtained from the Cutch Government, (or a part of it is, as the case may be) on account of the depredations from Vagad on the Peshwa's tributary States.

You will exercise your discretion in the incurrence of expense in the execution of the duty now confided to you, taking care that no charges are occasioned, but such as are unavoidable, and on the most economical principles.

1816 *Poona, 21st June, 1816 (1816, S. D. 296)*

Mountstuart Elphinstone to Francis Warden.

*Peshwa's
claims on
Kathiawar*

1. Soon after I last addressed you on the subject of Kathiawar, in July 1815, our intercourse with the Peshwa's Government was broken off for a time, and that negotiation was left incomplete. For these several months past however His Highness the Peshwa has from time to time complained of his not being allowed to collect his own tribute in that country. He has now made a formal demand that he may be permitted to do so, and he supports his right by quoting the terms of his sanad, in which the Hon'ble Company is particularly pledged that on the commencement of the 11th year the Gaikwad shall "without any hesitation on account of balances of revenue, etc., or any other circumstance whatever, deliver over the whole taluka to whatever mamlatdar may arrive with a sanad from the sarkar". It is therefore necessary to take up discussion again, and it is very desirable to do it on such a footing as may lead to a speedy conclusion.

2. The principal points of difference between the parties last year were that the Peshwa insisted on his right to collect tribute from the Chiefs of Kathiawar in whatever manner and to whatever amount

he thought proper, without attending to the engagements of the Gaikwad and the British Government; while the British Government on the other hand, not only insisted on his being bound by our engagements, but demanded for the security of those engagements that he should abstain from collecting his tribute himself, that he should allow us to collect it for him, and that he should pay us for the expense of doing so.

3. The Peshwa's pretensions are quite inadmissible. The British Government guaranteed the settlement of Kathiawar at the request of the Gaikwad, then farmer of Ahmadabad and the representative of the Peshwa's Government. It appears probable from the language of the Gaikwad's sanad that he was entitled to authorise such an agreement; but, if it be admitted that the Maratha practice required him to submit every arrangement that was to be in force beyond the period of his farm to the Peshwa for ratification, still his having omitted that form would not justify the Peshwa in annulling the present agreements, when they have been acted upon by foreign States, unless those agreements were obviously injurious to his own Government; and the present agreements are of the highest advantage both to him and to all the other parties concerned. He may urge that the relation of the British Government to his State and to the Gaikwad gave him a right to expect that it would consult him on an affair of this nature, and it may be admitted that there has been an omission on our part; but this omission is not of such a character as to authorise the Peshwa's rejecting the engagements, especially as our ignorance of the practice of the Marathas renders us peculiarly liable to the mistake (if it is one) of supposing the Gaikwad authorised to conclude the engagements alluded to without reference to the Peshwa.

4. If we admit that the Peshwa is not bound to ratify the engagements concluded on his behalf by the Gaikwad, his right to make what demands he pleases on the Chiefs of Kathiawar is as far as ever from being established. From all that His Highness has yet been able to show, it only appears that the Chiefs have been accustomed to pay him tribute and perhaps some of them to acknowledge his superiority. He has yet to show on what grounds he is entitled to increase his demands beyond the usage on which his right is founded. Moreover the Chiefs of Kathiawar, though tributary and perhaps feudatory to the Peshwa, do not appear to be subject to him or to any other Power. They are therefore entitled to make alliances with other States, and the British Government is at liberty to take them under its protection, provided it secures to the Peshwa his tribute and such other rights as he formerly possessed. All which appears to have been done by the engagements now entered into. This conduct towards the Peshwa's tributaries might be unfriendly in other circumstances, but cannot be objected to, when His Highness's refusal to ratify the engagements of his representative has reduced us to the alternative of protecting the Chiefs against him, or of forfeiting our promise.

5. Our right to resist the Peshwa's encroachments on the Chiefs appears therefore to be indisputable. It may be doubted whether our

right to demand payment for collecting His Highness's tribute be equally well established. The case last supposed, of our having undertaken the protection of the Chiefs as independent States, evidently gives no claim on the Peshwa, nor are his rights affected by our alliance with the Chiefs. If we are averse to his former practice of sending troops to collect his tribute, we may take away all pretence for his entering Kathiawar by procuring the payment of his tribute the moment it is due; but, unless his tribute is so paid, he retains his right to exact it as heretofore.

6. The above argument applies to a Prince unconnected with the British Government; and if the tribute were due by such a Prince, Sindia or Holkar for instance, it would scarcely be proposed to them to pay us for collecting it. It does not however appear that the question is affected by the treaty of Bassein. The 12th article of that treaty binds the Peshwa not to go to war without our consent, but it does not entitle us to withhold our consent on a just occasion or to make the Peshwa's employing our troops a condition of our acquiescence.

7. On the other supposition of the British Government having undertaken the guarantee of Kathiawar at the request of the Peshwa's representative, it seems reasonable that we should have stipulated with that personage for the recompense we expected from the Peshwa. As we omitted to do so, it may be [*inferred*] that we thought ourselves sufficiently rewarded by the tranquillity of Gujarat, unless the additional subsidy, obtained by the treaty of Baroda, was intended to cover the expense of collecting the Peshwa's tribute in Kathiawar as well as the Gaikwad's. In that case our demands must be considered as satisfied, and anything we might obtain from the Peshwa must be accounted for to the Gaikwad.

8. This leads to an inquiry into the Gaikwad's claims to a compensation for the sacrifice he has made for the settlement of Kathiawar; and I certainly think, if the Peshwa took a liberal view of the case, he would make a compensation; but I am afraid there is no ground to require him to do so as a matter of right. When the Gaikwad entered into the engagement about Kathiawar on the Peshwa's behalf, he might have promised that His Highness would pay part of the expenses. If he had not powers to that extent, he might have applied for them. As he did not, it seems likely that he thought he should not obtain the Peshwa's consent, and that he thought his own interest sufficiently benefited by the settlement of Kathiawar to induce him to bear the whole expense of it himself.

9. On all the above considerations I would recommend that the Peshwa should now be told that our engagements to the Chiefs prevented our allowing him to increase his demands on Kathiawar; but that on condition of his abstaining from all interference, we would agree to guarantee to him the whole amount of the tribute that was due to him.

Peshwa's objections 10. I hope from the tenor of your letter of the 4th March last and from the statements regarding the expense of collection, which it contains, that this proposal will meet with the approbation of the

Right Hon'ble the Governor; but I am by no means certain that it will be agreed to by His Highness the Peshwa. It will undoubtedly be very profitable to him in a pecuniary point of view, but no Maratha can bear to have his claims limited and defined. The Peshwa, besides, will think his importance injured by his being prevented employing his own troops, and this feeling will be greatly increased by the employment of those of the Gaikwad and by his belief in the receipt of large nazranahs by that Chief, whenever his troops are employed. He will probably also have the same suspicion of a design to deceive him into a cession of the territory of Kathiawar, that was mentioned in my dispatch of the 12th of June, 1815, and his jealousy of the Gaikwad and fear of our partiality to that Prince are more likely to be increased than diminished since the time alluded to.

11. Whatever offer is made to him, must be clear and precise; and the accounts that are to be furnished of his tribute for the last year will also require to be very fully explained to him; and any loss he may have suffered by the badness of the season must be shown to have been equally borne by the Gaikwad. It would be particularly advantageous if I could be favoured with an early reply, as the Peshwa leaves Poona in eight days, and the first paragraph of this letter will have shown his impatience for an adjustment.

Bombay resolution.

Orders

Ordered the Resident at Poona be informed that the Governor-in-Council is gratified to find that the opinions, which he has formed of the characters of the petty States in Kathiawar and of the nature of the engagements which have been concluded with the Chieftains of the Province, are in unison with those which have been entertained by this Government; and that we consent to his apprising the Peshwa that our engagements to the Chief, prevent our allowing him to increase his demands on Kathiawar; but that, on condition of his abstaining from all interference, we will agree to guarantee to him the whole amount of the tribute now due to him, or that may hereafter become due according to the spirit of those engagements.

Ordered that a copy of Mr. Elphinstone's letter be forwarded to the Resident at Baroda, and Captain Carnae be informed of our acquiescence in the proposition contained in the 9th paragraph of that dispatch, and that he be directed to transmit clear and precise accounts of the tribute due to the Peshwa and the Gaikwad since the termination of the Ahmadabad farm, with specification of the amount which has been realised on account of both those Sovereigns, with a full explanation of the causes of any defalcation that may exist, arising out of the badness of the season or any other cause, and whether those losses fall equally on both and, if not, to state the reason why any difference exists in the farms of either.

The Resident at Baroda is to be further desired to apprise each of the tributary Chieftains that the British Government, on the guarantee of their engagements, expect that they will punctually pay or cause to be paid at Ahmadabad and Baroda the amount they

have agreed to pay according to the tenor of those engagements, on the performance of which they may rely on the British Government fulfilling its part of those engagements towards them.

The Resident at Baroda to be also informed that the rights of the Peshwa and the Gaikwad over Chieftains of Kathiawar being precisely the same, the Governor-in Council cannot consent to the latter exercising any authority which we deny to the former, or to the Gaikwad receiving any sum of money beyond what is fixed by the engagements in question; and that, should His Highness have any grounds of complaint against any of those Chieftains, he must submit the same to the Resident at Baroda, and that redress will be afforded according to its merits.

Ordered that a copy of the letter to the Resident at Baroda be forwarded to the Resident at Poona and to Mr. Secretary Adam.

1816 *Baroda, 12th July, 1816 (1816, S. D. 296)*

James R. Carnac to Francis Warden.

Peshwa's dues I was on the point of addressing you for the information of the Right Hon'ble the Governor-in-Council on the subject of the Peshwa's mulukgiri claims in Kathiawar, when I had the honour of receiving your dispatch of the 16th of June.

2. The accompanying statement exhibits the amount of the Peshwa's dues annually without any deduction incident to season or other causes, and according to this account His Highness becomes entitled to arrears of revenue for two years. This statement has been furnished to me by my Assistant in Kathiawar and was submitted to Government on the 8th February of the past year. Captain Ballantine acquired it from the Gaikwad records in that country. The Governor-in-Council is aware that on the decennial settlement by Colonel Walker the tribute was for the sum total of demands without distinguishing the separate claims of the Peshwa and Gaikwad as the arrangement was carried into effect during the farm of Ahmadabad. I am not aware of any incorrectness in the statement, but the Poona Government will not find it difficult to expose any errors it contains by having reference to the realisation from Kathiawar when its own officers undertook the collection of the tribute. I have also the honour to enclose a statement of the jamabandi to be calculated by the Gaikwad, including the increased tribute on Navanagar and ghasdana claims. I have understood that, in consequence of the Gaikwad sarsubah having for a considerable time past been employed on other duties in co-operation with our troops, the Gaikwad revenue has fallen in arrears for two years. Captain Ballantine is called upon to report whether any collections have been made, the result of which application shall be communicated for the information of Government.

3. Referring to the steps which have been taken to obtain the payment of the Peshwa's tribute in Kathiawar, I have the honour to enclose a copy of a letter addressed to my Assistant in pursuance of the authority contained in your dispatch of the 4th March last.

4. The reply of Captain Ballantine is herewith submitted, by which it appears that a considerable portion of the arrears of revenue is forthcoming, and the remainder will be available, in case its collection is not feasible from the tributary Chiefs, by appropriating a part or the whole, as may be necessary, of the pecuniary amount lately settled to be paid by the Government of Cutch to the full satisfaction of the Peshwa's claim.

5. Before the Right Hon'ble the Governor-in-Council may come to a final settlement with the Poona State on the question of its tribute in Kathiawar and the Mahi Khanta, it is important that there should be a clear understanding regarding means for preserving the footing by which the collection of the revenue will be ensured.

6. It seems unreasonable on the Peshwa to require the payment of his tribute without affording us the power of discharging this service except by the incurrence of an expense to ourselves. The object of the British Government in making the settlements in Kathiawar was not confined to the promotion of the prosperity of that country, but that its good order would contribute to the safety and advantage of Gujarat generally. The attainment of this object conduces to the interests of the Peshwa in a greater degree than it contributed to that of Company's Government by the superior extent of His Highness's territory in this country. He is moreover offered the amount of his tribute from Kathiawar at the hands of the Company, subject to none of the enormous expenses formerly incurred by the State in exacting its claims, which frequently absorbed the revenue demanded in the expense of acquiring it. His Highness has also had the advantage, from the arrangement introduced by the British Government, of having his title to tribute distinctly acknowledged, and not exposed as heretofore to a precarious tenure of its existence commensurate with his ability of coercing payment. For all these important advantages it must appear extraordinary that the Peshwa could entertain hopes of receiving his entire tribute, and in return to load the British Government with the charge of its collection, without the most distant offer of a moderate compensation. [If] His Highness [*in spite of the*] advantageous footing, at which he has reentered Gujarat, should persist in his demand of being allowed to exact his own dues or leave us to the expense of doing so, then the impossibility of our assent to the first proposition must determine whether our influence could not be used to avert the effect of His Highness's disposition of making the duty, which we are unable to avoid by the operation of an arrangement on the Kathiawar, so injurious to the party performing it.

7. It is not to be supposed that the office of realising the Peshwa's due is a matter of no difficulty, or that the name of the Company is sufficient to ensure immediate compliance. It is prudent, on coming to an understanding with the Peshwa about his tribute, to look to many contingencies which will require specific means to control them. The British Government may be employed in a distant enterprise, and the province necessarily stripped of its troops, and other predicaments of a similar nature may be produced by various circumstances, which it is not necessary to state to the Right Hon'ble the Governor-in-Council.

8. But in ordinary times the presence of a body of troops in Kathiawar is constantly called for; not for the mere purpose of realising the revenue, but to suppress those disturbances incident to the state of society in that country. We are bound to protect the Chieftains from such annoyances equally with our adherence to other obligations, since their settlement with the Company virtually deprives them of the means of protecting themselves; and it would be dangerous to afford them the latitude of punishment, as it would be turned to the gratification of resentment between Chief and Chief, and soon involve the country in all those evils which it is our object to supersede by the exclusion of the Maratha interference and the execution of the existing engagement.

9. It then becomes a consideration whether the Company's Government is prepared to support the expenses necessary for the tranquillity of Kathiawar and for the due realisation of the Peshwa's tributary dues; whether, as the Peshwa solely derives pecuniary advantages in a tenfold degree to any enjoyed before, it is not reasonable that His Highness should afford us moderate means of performing the service with due consideration to the claims and interests of all parties.

10. Adverting to the important duties which will devolve on my Assistant at present on deputation by his new office of collecting the Peshwa's due in Kathiawar and Mahi Kantha, I submit that the proposal in the accompanying copy of a letter from Captain Ballantine is taken into consideration. At the same time I beg leave very respectfully to suggest, as gathering the dues appertaining to the Peshwa appears to me as much as Captain Ballantine can well attend to, and considering that his residence at Ahmadabad or its vicinity is so far removed from the seat of the Gaikwad authority in Kathiawar, to whom we are bound in equal responsibilities to those incurred to the Peshwa, that another Assistant be appointed to the superintendence of that separate charge. The prospect of our having the collection of the duties of Junagarh in behalf of that Chieftain will be an additional motive for my soliciting the above modification.

11. I request to be favoured with the pleasure of Government respecting the establishment which it may be proper to afford Captain Ballantine for the execution of the duty.

No. 1. Statement of the Peshwa's jamabandi on the Kathiawar chieftainship as underwritten.

Total .. Rs. 5,62,939-2-0

No. 2. Statement of jamabandi collected by the Gaikwad on the underwritten chieftainship.

Total .. Rs. 5,60,364

No. 3. Statement of ghasdana collections made by the Gaikwad sarkar on the undermentioned Kathiawar Chieftains subject to the Peshwa.

Total .. Rs. 84,679-2-0

No. 4. Letter from Captain Bellantine to James R. Carnac, dated 1816
Ahmadabad, 5th July.

With reference to the subject of your dispatch and its several enclosures, appointing me to the charge and collection of the Peshwa's revenues in Kathiawar, and further conveying the directions of Government for the earliest accomplishment of that measure in the manner pointed out, I beg to reply thereto and to acquaint you that a considerable portion of the arrears of revenue in question is ready, and by the same opportunity to offer for your consideration such observations as have occurred to me during the intermediate interval, afforded to me during my late intercourse with some of the principal Chieftains of the peninsula, who are tributary to the Peshwa.

*Peshwa's
revenue
measures.*

2. These considerations have had more weight with my mind, because, from an intimate knowledge of the present state of the country and disposition of the parties towards the Company's management of this concern, I have been led to a conviction that much importance attaches to the adoption of proper measures in the first onset, not only in providing for the present and future tranquillity of the country, but to ensure the moderate views of the British Government in a way that cannot be considered invidious as self-emanating from the question.

3. Neither justice nor policy may seem to require that the Peshwa should realise his revenues through the Company's Government without any expense, what, it is known, cost him under the management of his own officers, in some cases of determined opposition, even more than he realised, while our ally the Gaikwad also is entertaining an expensive contingent to the end of realising his own ducs alike through the medium of the Company's Government.

4. I beg leave therefore to state as an opinion, founded on the experience of persons better acquainted with the nature of the service, that for its effectual accomplishment a body of at least five hundred horse and as many foot should be kept up at the Peshwa's expense. This establishment will be nearly equal to that kept up by the Gaikwad at Amreli. It would be difficult to enumerate all the advantages to accrue to the Peshwa and the public from the services of such a body so constituted under our own appointment.

5. With this body, efficient as it would be under our supervision, I conceive all those petty dissensions arising of course from the resumption of the Peshwa's authority, that are now allowed to grow into common commotion and general rebellion, might be crushed on the first instance, while the ordinary depredations of petty marauders such as bharwuttia Kathis and others, incident to the prejudices of that country, could be suppressed at once.

6. Such considerations are well worthy the attention of Government; and instead of being unjust or invidious, may seem happily conceived to meet the wishes of the Peshwa, viz. for his forces to be in Kathiawar, as expressed in the memorandum furnished to Mr. Elphinstone, accompanying your dispatch of the 26th April, 1815..

7. In cases of general disturbance this body would under such appointment co-operate cordially with the Gaikwad contingent, and it may be inferred few instances would occur in which it might be necessary to call in the aid of the Company's regular troops, that [*leads*] to considerable inconvenience and expense.

8. To the realisation of the Peshwa's revenues are to be added those probably of the Nawab of Junagarh; and you will have perceived also that His Excellency [*of Junagarh*] has tendered to aid the accomplishment of that object by such quota of troops as he may be called upon for; and I have also been preferred any assistance I might require in that way by the Nagar and other principal Chieftains in that neighbourhood.

9. Government may therefore calculate on these auxiliaries, provided there may seem no objections to the measure. I respectfully presume that there could not be any on any general grounds, where the superior power of the British Government and the parity of its principles are so generally acknowledged and everywhere predominant.

10. On the contrary, the Company's Government may seem to provide, in the least objectionable way, for the integrity of its public obligations, the peace of the country, and the rights and interests of its allies. By such a measure the Chieftain is not encouraged to an improper sense of his relative situation, but his means and resources are rendered available to the general good through the influence and under the direction of the Superior State.

11. The policy of such a measure will be evident in a more extensive point of view, such as we have experienced on a former occasion, when the feudatory resources of the Company's dependants were embodied in the regular forces marching into Hindustan.

12. The appointment of the quota of the troops from the Peshwa might also be available for the preservation of order and his authority in the regular mahals, subordinate to the subahgiri of Ahmadabad as also of his Mahi Khanta circuit. This would be attended with advantages the subah, as at present situated, does not possess; and being under our guidance would afford the best antidote to all those evils the community in general and the surrounding districts of the Company and Gaikwad suffer under, arising out of such inefficiency of His Highness's establishment in Gujarat, when the insecurity of persons and property is everywhere in this neighbourhood a subject of general complaint.

13. The British Government, actuated from motives of general good, as well as to provide under existing circumstances the best safeguard to the preservation of its own rights and permanent benefits to the interests and dues of its allies, has tendered to His Highness's Government [*the Peshwa*] a ready means of acquiring his pecuniary rights from the peninsula of Kathiawar; but it has wisely interfered to prevent any further interposition by periodical incursions, as inconsistent and incompatible with such relations; in which it has been

cordially supported by its ally, the Gaikwad, for so many years, and by whom and the surrounding community the general advantage of such a state of things has been so generally acknowledged as to render it impossible [*that*] His Highness, similarly connected with the Powers in question, and of course equally desirous of promoting the public good, could or would be willing to offer any decided objections.

14. I have therefore to acquaint you for the information of the Right Hon'ble the Governor-in-Council that a considerable portion of the arrear revenue will be immediately available, if realised under these arrangements; whereas, on the contrary, the Chieftains, with whom I have had to converse on the subject, generally declared their determination to oppose the Peshwa's direct authority, over whose exactions, they observed, the Company's Government would otherwise have no control.

15. It will therefore be necessary in the first place to issue a general letter to this import to the several Chieftains: and in reference to the discretionary purport of your instructions in your letter above quoted, I have to acquaint you with having entertained a partial establishment in the meantime, necessary to enable me to proceed on this duty, trusting that by the opening of the season the full establishment, here submitted, will be granted to enable me to proceed efficaciously on the regular realisations of His Highness' tribute from the Peninsula of Kathiawar.

In part of the sum immediately available, the dues realisable from Cutch would compose a considerable portion, but of which I have not yet received any further intimation from Captain McMurdo; and as to which and the method you may deem best for the transmission of these moneys, I beg to request your further intimation and instructions.

No. 5. Letter from Captain Ballantine to James R. Carnac, dated Ahmadabad, 5th July,

As supplementary to the subject of my letter to your address *Ahmadabad* under this date, generally connected with the affairs of the Peshwa in *centre* the peninsula and these provinces, I take the opportunity to acquaint you officially that, in consequence of a continued and serious indisposition since my return into Kathiawar, I have been obliged to seek the advantage of a change of air, when the accomplishment of the late public service enabled me; but I have been induced to fix on such a situation in the meantime as to be able to follow up the object of my public duty in the hope that by a residence for a couple of months in the vicinity of Ahmadabad, where I previously enjoyed good health, I may again be restored to that blessing.

2. Under present circumstances I beg leave to submit to your consideration, with reference to the general objects, adverted to in the subject of the letter above quoted, whether a residence [*there*], discretionary with the party and the objects of the public service, might not, in your estimation and probably that of the Right Hon'ble the Governor-in-Council, be considered advantageous.

3. It will occur that Ahmadabad is the principal seat of the Peshwa's authority in Gujarat; and on the same principle, on which it was considered necessary to station the Assistant with the Gaikwad subah, then in general charge of both the Peshwa and Gaikwad affairs, may it not seem (I would respectfully remark) to equally operate in this case!

4. A delicate interposition in the affairs of the subahgiri in matters of a public and general nature, such as promoting a cordial co-operation with the Gaikwad and the Company's authorities and in suggesting and co-operating in measures for the accomplishment of objects of general security and tranquillity, has on former occasions, and may on this, be considered advantageous and of importance.

5. It may not be irrelevant to remark that on my arrival here [*at Ahmadabad*] in an entirely unofficial situation, I received the most marked attention from the Peshwa's subah on frequent occasions, whence he has also solicited my opinion and agency in questions affecting the Gaikwad officers and concerns; and he has further expressed his satisfaction at the circumstance, although informed it was only temporary for my health and the advantage of a change of air.

6. During a former residence in this quarter I had the satisfaction to be honoured on more occasions than one with the expression of your own approbation and that of the Right Hon'ble the Governor-in-Council. I enjoyed at that time more than a usual share of good health, the recollection of which, under the sufferings of my constant ailments, has naturally made me desirous of obtaining the advantages of a situation, which, combined to the flattering prospect, affords from its contiguity to the peninsula the readiest intercourse with that quarter, whenever necessary, and at all times an interrupted intercourse and transactions of my public duties in Kathiawar.

7. In reporting to you a temporary change of situation for the urgent necessity of my precarious state of health, I trust, as being in the active transactions of my public duties, the measure may meet your immediate sanction, and in being submitted for that of the Right Hon'ble the Governor-in-Council, that I may be excused for these digressions, but which may not (if in concurrence with your wishes and opinion) be undeserving his favourable consideration.

No. 6. Bombay resolutions, 20th August.

Orders In reference to the 10th paragraph of the preceding letter, ordered that the Resident at Baroda be informed that the Governor-in-Council does not approve of any increase being made to this establishment, nor to the emoluments of his Assistant, Captain Ballantine; neither does he see any reason why the tributaries of the Peshwa should not pay the amount of their tribute by their agents at Ahmadabad, which it appears to the Governor-in-Council can be done without the slightest degree of difficulty.

It has been uniformly the opinion of the Governor-in-Council that His Highness the Peshwa should not be called upon to pay for the collection of his tribute, the expense of which ought to be borne by the Hon'ble Company, if His Highness is not (in fact) allowed to collect it himself, but, as the Governor-in-Council has already observed, the tributaries should be required to take especial care that their portions of tribute, secured to His Highness under our blandari, be paid at Ahmadabad in the same way that the tribute of the Gaikwad has heretofore been paid to Baroda.

Ordered in reference to the 4th para of the above letter that the Resident in Cutch be furnished with instructions to report whether the first instalment has been paid as stipulated in the separate deed executed by the Rao, dated the 27th of June last; and, if not, to demand the same, and to be careful to realise the second instalment punctually on the 20th of December next, to enable the Chieftains in Kathiawar to pay their tribute to the Baroda and Poona Governments in conformity with their engagements.

Ordered also that the above recorded letter, with its accompaniments and the instructions therein issued, be communicated to the Resident at Poona.

Baroda, 10th September, 1816 (1816, S. D. 297)

1816

James R. Carnar to Francis H. Arden,

1. I have the honour to acknowledge the receipt of your letter dated the 20th of August on the subject of the Peshwa's tributary dues from Kathiawar, and to notice to you for the information of the Right Hon'ble the Governor-in-Council that I did not intend to be understood in the 11th paragraph of my letter, dated the 12th of July, as recommending any addition to the emoluments of Captain Ballantine. Since I consider it of importance to the character of our Government for public faith that the Right Hon'ble the Governor-in-Council should clearly understand that paragraph, I shall first quote and then explain it by repeating more fully what I have already said on the realisation by the Hon'ble Company of the Peshwa's tributary dues.

*Additional
forces
necessary*

2. In the 11th paragraph of my letter, above adverted to, I requested "to be favoured with the pleasure of Government respecting the establishment which it may be proper to afford Captain Ballantine for the execution of the duty respecting the Peshwa," and in the 4th paragraph of Captain Ballantine's letter to me, dated the 5th July, and enclosed in my address to you, dated the 12th of the same month, he recommends that a "body of at least five hundred horse and as many foot should be kept up at the Peshwa's expense, and observes that this establishment will be nearly equal to that kept up by the Gaikwad at Amreli.

3. Supposing that the Right Hon'ble the Governor-in-Council can infer no recommendation on my part for an increase of emoluments to Captain Ballantine, after perusing the above quotations, I proceed to explain why I consider some establishment necessary in the execution of new duties in Kathiawar.

4. The British Government are bound to see the bhumias protected against the arbitrary exaction of tribute by the Peshwa and Gaikwad. The impossibility of fulfilling our engagements to the bhumias, from our inability to control the actions of the Peshwa's managers in Kathiawar, far removed from the seat of their Government, has induced us to take on ourselves the responsibility of realising the Peshwa's tributary dues. By the agreement, as it now stands with the Peshwa, we presume one of our engagements to the bhumias being plundered by the Peshwa's armies is removed; we leave them unprotected and liable to the depredations of those turbulent tribes in Kathiawar, which it was the object of Vithalrao Diwanji's force to overcome. The consequences of permitting the bhumias to be plundered are that we do not fulfil our engagements to them, that the Peshwa will probably lose a very great part of his tribute from the inability of the bhumias to pay after the plunder of their villages and districts, and that we renovate and confirm those habits of insubordination in the Kathis which Colonel Walker had nearly subdued by stationing a battalion of our troops at Paliyad and a body of 2,000 Gaikwad horse and foot at Amreli. The situation of the Peshwa's tributaries in Jhalwar also renders them liable to incursions from Vagher and to visits from all those feudatory hordes north of the Rann, which have of late years daringly ventured into Kathiawar.

5. It may probably occur to the Right Hon'ble the Governor-in-Council that the evils we have to avert in collecting the Peshwa's tribute are more numerous than those attendant in permitting the Peshwa to collect it himself. I beg therefore to refer him to the correspondence that has already passed on this subject, which sufficiently exhibits the more serious injuries that might be expected to be accrued from the appearance of the Peshwa's troops in Kathiawar. I may however summarily state their injuries to consist in the plunder of the bhumias' districts by the Peshwa's troops as well as by the Kathis and northern banditti, the loss of much advantage to the Peshwa's treasury, and the breach of faith imputable to us in permitting their occurrences, and a great expense in rectifying, (impossible) the mischief which would be committed.

6. The Gaikwad, in consequence of being deprived of the collection of the Peshwa's tribute, has naturally reduced his force in Kathiawar to half its former strength, being in proportion to the amount of his own tribute, and it will require the greatest vigilance on the part of the commander to give with so inconsiderable a number of men that protection, which it is the right of the bhumias tributary to his Government to expect. And if the Kathis, seeing the defenceless state of the Peshwa's bhumias, are allured from their old habits, it will be quite impossible, I humbly presume, for the Gaikwad commander to protect the whole of his tributaries. The Hon'ble. the Governor-in-Council will remark from the enclosed account of a predatory excursion that my observations will probably soon be confirmed.

7. Under these circumstances Government may perhaps see the propriety of Captain Ballantine and myself having pointed out the necessity of some establishment of irregular troops being retained under the orders of the person collecting the tribute. Whether that establishment should be paid by the Peshwa or the Company, rests of course with the judgment of Government or the will of the Peshwa; but the importance of the subject induces me, with every deference, to submit this question for consideration.

8. If the Peshwa derived no pecuniary advantage from the agency beyond what he could acquire by collecting his tribute himself, or if he were suffering a loss, he would have reasonable grounds to complain that the settlement effected with the bhumbias to secure the permanent peace of Gujarat had been concluded without a due regard to his interests. But, if the other two Powers, so much and even more interested than he is in the welfare of Gujarat, should agree to make good to His Highness any loss which their arrangements occasioned, I conceive that the Peshwa could have no title to complain. His Highness has certainly no rights to throw the provinces of his neighbours and allies into such a confusion that they would suffer loss on account of his policy, when they are willing to indemnify him for what he loses by them. But the cases is quite the reverse. Instead of losing anything by our arrangements, he becomes a considerable gainer. Those settlements, which have added to the prosperity of the Gaikwad's and Company's districts, have equally benefited the Peshwa's. He has succeeded, on the reoccupation of his rights, to a determinate and certain tribute, which, if he pays every expense that can possibly attend its collection under our management, will very far exceed whatever he realised from it by his own means. He cannot in justice then refuse an expense, when he himself is so much advantaged by the arrangements which have occasioned us to insist on collecting his tribute. In fact in my humble judgment it appears that he could not object under such circumstances to accept of a fixed sum as his overplus of tribute, after making our allowance for the expenses of collection or more properly the expenses of protecting the bhumbias.

9. In recommending these considerations to the deliberate attention of the Right Hon'ble the Governor-in-Council, I respectfully beg to refer him to Captain McMurdo's letter to your address, dated the 3rd ultimo, for a proof of the distress to which the zamindars may be reduced for means of proper protection. Notwithstanding the presence of a battalion of sepoys in the vicinity of Morvi, and the activity of the Gaikwad Commander with double the force he now has, the Raja of Morvi is reduced to such a situation, chiefly by the ravages of plunderers, as to be obliged to throw himself on the mercy of the Gaikwad Government. We as well as the Gaikwad have abided by our engagements with him in protecting him as far as was practicable; but our endeavours were insufficient to preserve him from the brink of ruin. It can scarcely be hoped then that the mere bhandari only of the Company to the Peshwa's tributaries will operate as a protection, when we have such satisfactory proof of the temerity of the banditti

in that country. Indeed our protection to these zamindars, when a battalion was stationed on the Rann with the Gaikwad horse, proved inadequate to their security, and the loss sustained by them formed the main reason for the expedition to Cutch. Permit me therefore to advert to the serious consequences which may ensue by leaving these people without protection hereafter.

10. In concluding this dispatch I beg leave again to state that it was far from my intention to induce any belief from my letter of the 2th ultimo that an addition to the emoluments of Captain Ballantine was necessary, or that I was recommending an augmentation to my own establishment, particularly as I am not aware of having any in that country, except as far as relates to the deputation of one Assistant. I consider it my duty to Government to point out that, as the means before existing by the employment of 2,000 Gaikwad troops or more for the protection of the tributaries in Kathiawar have been reduced one half in consequence of the Peshwa's resumption of his moiety of the tribute, it appears necessary, on account of our public obligations of protection to the bhumias and for the due discharge of our engagement to the Peshwa, that an establishment be admitted equal to the reduction by the Gaikwad of his troops in Kathiawar. It is more than probable under the continuance of the present system that the Peshwa's tribute will not be wholly collected, because the country of his tributaries must be left without protection from that Power whose faith is pledged to afford it.

Bombay resolution, 24th October

Troops sent Ordered that the Resident at Baroda be informed that the Governor-in-Council has it in contemplation to detach a battalion of native infantry to Kathiawar for the purpose of maintaining its tranquillity and giving support to those measures which it is indispensably necessary to pursue for the realisation of the arrears of tribute due by the Chieftains of that Province.

Although the Governor-in-Council is disposed to admit that the fullest credit is due to the experienced judgment of Lt.-Colonel Walker, in reference to the opinion which he expressed in his letter of the 15th of May, 1808, that it would be advisable to station within the boundaries of the country a party of Gaikwad horse and one battalion of native infantry to secure the fulfilment of the engagement and to overawe the insubordinate, he cannot yet but express his disappointment that not one of the leading Chieftains of the country should have been induced through the influence of Captain Ballantine's exertions in the province, supported by the Gaikwad contingent, to fulfil the obligations of his engagement. It was expected that the Chieftain of Navanagar at least, who has so repeatedly experienced the effects of our power, would have set an example of punctuality in this instance.

Peshwa not to pay With respect to the measures, now to be pursued for the realisation of the arrears of tribute, the Resident is to be informed that from the mode, in which the engagements have been contracted with the Chieftains of Kathiawar, it appears to have

been the policy of the British and Gaikwad Governments to exclude the Peshwa from all interference in its internal affairs. His Highness has a right therefore to expect that the parties to that arrangement should guarantee his receipt of tribute without subjecting him to any expense on the occasion, or otherwise to leave him to his own means of realising the amount. This he could not effect without introducing a body of his own troops, probably of mercenaries, into Kathiawar; the effect of which would replunge the country into that state of misery and confusion, from which it has been our object to retrieve it under agreements with the tributary Chieftains to protect them against the mulukgiri circuit to which they were formerly exposed.

As it would therefore be highly impolitic to admit any of the Peshwa's troops into Kathiawar, the obligation and the expense of realising his claims rest with the British and Gaikwad Governments.

During the period the Gaikwad held the farm of Ahmadabad, His Highness would appear to have had a force equal to 3,418 horse and 1,430 foot sibandi in Kathiawar; and it is understood that since the resumption of the farm by the Peshwa he has determined to reduce the force in Kathiawar to one half of its former complement; which will give 1709 horse and about 700 foot sibandi for service in Kathiawar, a force the expense of which, it is presumed, the Gaikwad would be obliged to incur under any circumstances in that quarter. If therefore to that force a battalion of native infantry be added, the Governor-in-Council entertains every hope that by a judicious distribution of these troops every object of security to the province, and of justice to the Peshwa and Gaikwad in a punctual realisation of their dues, and of protection to the bhumias will be fulfilled. *Bombay proposal*

If the Gaikwad cannot detach such a force into Kathiawar, the Governor-in-Council is desirous of knowing what contingent His Highness can furnish, accompanied by a return of the distribution of the whole in such a manner as shall overawe the refractory and tend at the same time to afford effectual protection to the territories of the three Powers in Gujarat.

Resolved that Captain Carnac be directed to address circular letters to the several Chieftains in Kathiawar, referring to the purport of the engagements they have contracted under the guarantee of the British Government and to the obligations which they involve; and calling upon each to explain the cause of his not having paid his tribute, and to express the expectation of the British Government that they will forthwith adopt measures for remitting the amount either to Captain Ballantine or to Baroda; in failure of which, we shall be under the necessity, not only of enforcing payment, but also of saddling those who may neglect the summons with the extra expenses we may incur in enforcing a compliance with what they are in duty bound readily to fulfil. *Order to Carnac*

Referring to Captain Carnac's above recorded letter of the 12th of October, he is to be informed that he had afforded a wider construction to the instructions of the 5th of September than they were *Bombay policy*

intended to convey. The Governor-in-Council did not intend that the Chieftains of Jhalwar should have recourse to any other means than those which, it was understood, they actually possessed, to protect their own territories against the aggressions of banditti, but not to violate the integrity of those of another, unless with his previous consent; and it would be time enough to provide for the ease, supposed in the 3rd paragraph of Captain Carnac's letter, and exemplarily to punish any Chieftain who, under an engagement with another to co-operate for the general protection of their Principality, should commit acts of depredation on another. It was not intended to carry the proposed system of protection beyond the organisation of a plan of internal police, which, it is concluded, might be generally established throughout the province without its leading to any of the Chieftains seizing that opportunity of raising a larger sibandi than might prove necessary, since we could at all times control any disposition to aggrandisement that might display itself in any particular quarter.

The force, which it was the object of the Governor-in-Council to call forth and to render efficient, is detailed in one of the enclosures to Colonel Walker's dispatch of the 15th May, 1808, in which he states that in the district of Jhalwar 1960 foot and 1120 horse sibandi are maintained by the different Chieftains; which, it is concluded, have not been disbanded and should, as much as may be possible, be rendered efficient, and kept within the limits of each Chief's Principality to repel the attacks of banditti, as neither the British nor the Gaikwad Governments can under the existing engagements provide for a protection of this description; and each Chieftain should therefore be required to organise the policing of his villages and to protect himself against plunderers, under a clear explanation of the nature and object of this arrangement and of the consequences that would follow the application of these sibandis to purposes at variance with their existing engagements.

Section C : POONA INTRIGUES

The documents make it plain that the Gaikwad Government and the Bombay authorities had good reason for deprecating the principle of divided authority in Kathiawar. The Peshwa and his subordinates were not above having recourse to mischief-making.

1814 Baroda, 4th November, 1814 (1814, P. D. 416)

J. R. Carnac to Francis Warden.

Poona officers give trouble In submitting the accompanying copies of letters from the Judge and Magistrate at Kaira I request you will notify to the Government that I have written to the Peshwa's authority on the subject of his

proceedings in the Company's districts during the stay of his agent at Baroda. The resumption of the Peshwa's cessions in jaidad was adverted to as a measure contemplated by His Highness. The explanation, which I rendered to the agent on this point, I had at that time reason to suppose was completely satisfactory as to his having misconceived the Peshwa's orders; but it appears from the acts reported by Mr. Ironside as well as from general report that the subahdar is at all events determined to try if he can obtain possession of the districts formerly subject to Ahmadabad.

I am sorry to state that the conduct of the Peshwa's officers in Ahmadabad has indicated a strong disposition to raise differences with the Gaikwad officers; and it is possible, if he maintains the tone of superiority and undivided contract [?], which he has hitherto used, that some disturbance may ensue between the two Powers. I should also notice that Arab troops are entertained by the subahdar in considerable numbers; and that, in consequence of an emigration of their people, owing to a famine on the eastern shore of the Red Sea, there is no difficulty in procuring large bodies of such mercenaries. I am induced to mention this circumstance from its having been an object of our anxious policy to exclude their people from employment in Gujarat to any large extent. On our introduction into the province, Government is no doubt aware that the contentions with the Arab sibandi occasioned great sacrifices in men and money. It would be agreeable to me if I could be informed how far I am at liberty to interfere with the Peshwa's authorities with a view of preventing the adoption of measures incompatible with the general interests in this country.

Looking to the character and mean origin of the people deputed from Poona, it appears to my judgment a question of some importance, either that my supervision is established over their general measures, and that they are rendered amenable in such respects to my advice, or that the respectability of the Company's authority should not be left to the hazard of their caprice or perverse inclinations. The intimate policy, pursued by the subahdar since his inauguration, will, I am inclined to believe, throw the Peshwa's mahals into disorder and of course tend to affect the prosperity and tranquillity of the adjoining parganas. He has declared it to be his intention to farm the country to the highest bidders as the only means of making good the engagement to his Master; observing at the same time, the period of his sway being limited perhaps to one or two years, it little concerns him whether the mahals continue in a flourishing condition after the expiration of that time. Such language has already encouraged the Kolis to commence their former excess and to disturb the communications from different parts of the country.

No. 1, Letter from Edward Ironside, Judge and Magistrate at Kaira, to James R. Carnac, dated 26th October.

I am concerned to have occasion at so early a period after the *Agent* arrival of the agent from Poona in this quarter to represent the *aggressive*

improper conduct which he has thought proper to pursue at Dehwan, the frontier village of the Hon'ble Company's southern possessions.

The accompanying letter from the Thakur will acquaint you with the amount of damages sustained by the village, a sum which, I trust, you will cause to be repaid, and also [*that you will order*] the immediate delivery of the security bonds and blank sheets of papers, to which, it is stated, signatures have been affixed,

I am entirely at a loss to account for the motives which could have influenced the sarsubah's deputy or karkun to act, in the very reprehensible manner set forth in the above paper. Had he acquainted me with the route he meant to take, I should certainly have made arrangements for his being provided with the usual requisites. I am sorry however to observe that his whole conduct has not only been impolite in the extreme, but almost disrespectful. He arrived at, and encamped near to, the fort of Kaira without given intimation of his intention or showing the smallest inclination to treat with any kind of respect the constituted authorities of the Government.

No. 2. Translate of a letter sent in by Jethaji Bahadur Sing Bhagvansing of Dehwan village.

Exactions

A body of the Peshwa's troops came here, and remained six days, and have damaged my village to the amount of Rupees 400 or 500, and have taken security from the villages in the Mahi Kantha, and have caused signatures to be put to blank papers, and have taken security bonds; and horsemen are now on the road to demand our attendance. You are my master; I have therefore written to give you information; what you please that is right.

No. 3 Letter from Edward Ironside, Judge and Magistrate at Kaira, to James R. Carnac, dated 3rd November.

Poona plans

I lose no time in transmitting to you the enclosed copy of a deposition, made before me on oath, giving intelligence of the determination of the Peshwa's officers to assume charge of the supa [tappa] of Napad, forming a part of the possession ceded by the 4th article of the treaty of Bassein in perpetuity to the Hon'ble Company.

I have the honour to solicit most particularly your earliest attention to this highly extraordinary proceeding, considerable unwillingness having already manifested itself on the part of those owing obedience to this Government to attend to its orders, arising no doubt from the idea that generally prevails, and which has most probably originated with the Peshwa's own officers, that they are about to resume charge of the whole of His Highness's former territories in this province.

No. 4. Depositions on oath of Sheikh Sardar Namadar, Muhammadan sepoy aged about 30 years, inhabitant of Petlad, dated 3rd November.

Information

"I am in the service of Desai Joithabhai of Petlad. Yesterday Joithabhai said to me: "Go to Kaira and tell Lakhmichand, majmudar of Napada, who is now at Kaira, that one of the Peshwa's karkuns

with 24 horsemen will set off to-day to take possession of Napad and to establish authority there, and tell Lakhmichanj, majmudar, to give information of this to the sarkar. I arrived at Kaira this morning, and mentioned my business to Lakhmichand. Yesterday at 12 o'clock I saw the Peshwa's karkun and horsemen ready to set out for Napad, and I immediately departed. It is requisite to give immediate information of this matter, for which reason Joitha was not able to write any letter.

No. 5, Bombay order, 14th November.

Ordered that a copy of the preceding dispatch be communicated to the Resident at Poona in addition to the information received from the Judge and Magistrate at Kaira on the subject of the attempt made by the officers of His Highness the Peshwa to assume charge of the *supa* of Napad, by which he will perceive the necessity of a proper representation being made to His Highness in order that a stop may be put to the proceedings of his officers, and that such directions may be given to them as may prevent of the occurrence of such conduct in future. *Remonstrance*

Mr. Elphinstone being at the same time informed that any interposition in respect to the engaging Arab mercenaries in the service of the Peshwa will be left entirely to him, the Resident at Baroda having been informed that it is a subject with which he is not to interfere.

Cambay 6th November, 1814 (1814, P. D. 417).

1814

James R. Carnac to Francis Warden.

In reference to my letter dated the 4th instant, I have to submit copies of a further dispatch from Mr. Ironside, and to notice that I have directed a mounted peon immediately to proceed to Petlad to desire the Peshwa's manager to retire from the Company's *supa* of Napad. I should hope that his acquiescence to this reasonable demand will prevent any unpleasant consequence by the unavoidable measure of sending a detachment of troops from Kaira to Napad. *Ultimatum*

No. 1 Letter from Edward Ironside, Judge and Magistrate at Kaira, to James R. Carnac, dated 5th November.

I have the honour to give cover for your information to a further dispatch received from the Assistant Collector and my letter in consequence to the commanding officer. *Letter*

No. 2. Letter from the Assistant Collector to the Zilla Judge and Magistrate of Kaira, dated the 4th November.

In continuation of the subject of my address of yesterday's date, I have the honour to enclose a further statement, containing additional information from the native authorities in charge of the Napad *supa*, stating the appearance of an increased body of armed men from the Peshwa's officers at Petlad still evincing a disposition highly offensive to the Company's authority, joined to a professed determination that would seem up to the period of the date of this letter to be unaltered with regard to their avowed intention of assuming possession of power and authority over this branch of our dominions. *Trespass*

I am disposed to put confidence in the success of the warm remonstrances forwarded to the officer at Petlad, by whose orders these people are said to act, and am inclined to hope they will be effectual by exposing to him the flagrant impropriety of his conduct and of immediately compelling him to issue such instructions as must tend to the immediate recall of the party, who have thus made their entrance into the Company's limits with views so criminally hostile in their nature and effects to the Company's interests.

No. 3, Letter from Mehta Jagannath Laldas, Jamadar Javji and Lalkhan havildar, to Byram Rowls, Esq., Collector.

Trouble brewing We have received your letter at 4½ o'clock A.M., and observed the contents therein mentioned. Conformable to your directions we have informed the desai, who came here in behalf of His Highness the Peshwa. The desai says: "I am the servant of the Company, but that thanadar has come from Ahmadabad to take possession of Napad fort, who now is at Petlad, I thought, if the newly arrived thanadar should go to Napad, obey his orders and take possession of the fort, there would be a dispute; and I have in consequence come here; but from what you represent, I shall now return to Petlad. The desai himself returned to Petlad, saying 20 horsemen and 30 peons that are here now, are not under my command. If these circumstances are known at Petlad, then the thanadar, who is appointed to take the charge of this fort, will immediately march towards this; and there will be a great cause for dispute." He further said: "The thanadar was in great strength, you are very few men in number, therefore you cannot be very easy." In this manner the desai spoke to us. On the 2nd instant there only came 5 horsemen and 5 peons; on the 3rd, 20 horsemen and 20 peons more arrived; and other horsemen will come with the thanadar. The 20 horsemen, which came on the 3rd instant, remained opposite to the fort, and molested the people. they likewise disregard what we tell them. We are very few in number. The Peshwa's people are numerous. The fort is in 3 or 4 places broken down. If they attempt to enter it this way, we will not admit them; but a dispute will ensue. We therefore beg you will send us such an answer as you deem proper. Petlad is very near, and an intercourse open with it hourly. The day on which the 5 horsemen and 10 peons came here, the patels generally recommended us to allow them to remain in the fort, but we refused to do it. The patels generally are disposed in their favour.

No. 4 Letter to the commanding officer of the division, dated 4th November.

Possible trouble I have the honour to give cover to the copy of a dispatch this moment received from the Collector's Office for your information.

I concur in opinion with Lieutenant Barnwell that the representations, which have already been made to that local authority at Petlad, may induce that officer to desist from the unpolitic line of conduct he is now attempting to prosecute. I have nevertheless deemed it my duty to submit the intelligence to you, in order that

such further measures be adopted as you may conceive the exigency of the case required.

No. 5 Bombay order 24th November.

In reply to the preceding dispatch ordered that the Resident *Orders* at Baroda be informed that the Governor-in-Council approves of his having sent a mounted peon to the Peshwa's manager at Petlad to desire him to withdraw his people from the Company's territory. Ordered that the Resident be at the same time referred to the communication of the 15th instant, by which he will perceive that a reference has been made to the Resident at Poona upon the subject.

Baroda 8th November, 1814 (1814, P. D. 417)

1814

E. Ironside, Judge and Magistrate at Kaira, to James R. Carnac.

It has been reported to me by the thanadar at Salvi, whom I *Poona* have deputed for the present at Napad, that the armed body, sent from *claims* Petlad, had quitted the place on the 4th instant.

The enclosed copy of a letter, which I have just received from the person in charge of Ahmadabad, expressly states that he has orders from his Government to resume the tappa of Napad; and it would also appear that he has by no means given up the idea of taking it under his management. I doubt not however but that you will take an early opportunity of correcting the erroneous impressions, which at present exist in the mind of the subah's deputy as to the extent of territory that actually does belong to His Highness the Peshwa, and what has been ceded to the Hon'ble Company by the treaty of Bassein.

No. 1. Letter from Narayanrao Patel Taktia on the part of the subahdar of Ahmadabad.

Having received the letter you sent, I observed its purport. I *Assertions* have been ordered by my sarkar to establish a thana in the tappa of Napad, on which subject Anaba discoursed with Mr. Carnac at Baroda. Mr. Carnac at that time promised to procure and deliver a letter within the period of one month, which he has failed to do. It is obvious that the sarkar's business should be arranged, which you will please to consider, and have the same effected. Whilst no distinction exists between you and the sarkar, no impropriety can be observed on my part. I must however have a written order from the sarkar. What need I say more?

No. 2. Letter from James R. Carnac to E. Ironside.

I have this moment been favoured with your dispatch dated the *Allegations* 8th instant, and in reference to the enclosure to state to you that no communication of the nature mentioned in it, ever passed between me and the agents who proceeded on the part of the subah's deputy to Baroda. On intimating to me an intention of resuming the mahals ceded to us in jaidad by the treaty of Bassein, I pointed out to their men the impossibility of any such measure, and that they must have misconceived the orders of His Highness the Peshwa. With my explanations they appeared quite satisfied and relinquished further mention of the subject.

1814 *Cambay, 11th November, 1814 (1814, P. D. 417)*

James R. Carnac to Francis Warden.

*Troops in
Kathiawar*

I request you will acquaint the Government that the Peshwa's authorities at Ahmadabad have without any communication with me detached a party of 300 horse and foot to Kathiawar to assume control over the tributaries in that country. I understand that the principal officer in this province on the part of the Peshwa intends to follow with a considerable body of men and the usual equipment in ten or fifteen days. A parwanah has been issued by the same authority to the tributaries, prohibiting any payments for the Hindu year of 1871. Setting aside any consideration of the disagreeable alteration which may issue with the Gaikwad under such extraordinary assumption of the authority, until some arrangement had at least been entered into for a clear definition of their respective rights, I have only to notice that the proceedings in question will affect our public engagements and be productive of consequences injurious to the country and to our public character.

The people, who waited on me at Baroda, repeatedly assured me of their intention not to interfere with the tributaries until some final settlement took place at Poona, arising out of the Company being implicated. The neglect of their assurances like their improvident acts speaks unfavourably of the disposition of the new-comers, unless regulated in their administration by the principles as conclusive to the individual interests of the Peshwa as to the general prosperity of Gujarat.

Bombay orders, 21st November.

Order Ordered that a copy of the preceding letter be communicated to the Resident at Poona for his information, in order that he may take such steps as may appear to him to be requisite on the occasion, the measures pursued by the officers of the Poona Government appearing to be likely to prove highly prejudicial to our interests in Gujarat; the Resident at Baroda to be advised of this resolution.

1814 *Poona, 15th November 1814 (1814, P.D. 417)*

Mountstuart Elphinstone to S. Babington.

*Remon-
strances*

As soon as I was apprised of the conduct of the Peshwa's officer in charge of His Highness's share of Ahmadabad in raising an Arab force and in levying contributions on a village of the Company, I sent a message to the Minister to complain of acts so inconsistent with the promises I had received from the Peshwa's Government. The Minister replied to my message that in entertaining Arabs the officers at Ahmadabad had disobeyed his positive orders, and that care should be taken to have those troops immediately discharged. Satisfaction was also promised for the injury done to the village of Dehwan.

2. I went last night to the Minister principally for the purpose of impressing on him the necessity of checking these abuses in their outset. As soon as I opened the subject, the Minister sent for the principal agent of the subahdar of Ahmadabad, that officer being

himself absent with the Peshwa. This agent solemnly assured the Minister that the officer of Ahmadabad had not hired a single Arab, since he reached that city, and had no men of that nation in his service, except 300 who accompanied him from Poona and were detached with him from an old corps in the Peshwa's service, which the agent named. The Minister then repeated to him his orders that he would entertain no Arabs in Gujarat and would disband any he might have enlisted there. I am not at all convinced of the truth of the agent's denial that Arabs have been entertained, but I hope what has been said on the subject will procure their discharge, if they have really been assembled.

3. The affairs of Dehwan were next mentioned, and the sarsubahdar {was} ordered to account for the conduct of his deputy and in the meantime to repay the money and restore the papers taken from the Company's subjects. I beg therefore that I may be furnished with an attested list of the property and bonds extorted on the occasion alluded to. The Minister then interrogated the agent respecting the conduct of the deputy subahdar at his interview with the Gaikwad officers (of which I had just informed him). The agent said he had no information on the subject, and the Minister then repeated to him his express orders that in disputes of such importance, as prevented their being settled with the Gaikwad's local officers, the deputy subahdar was to forbear from everything that could create irritation and refer the matter to the British Resident at Baroda, to whom he was to look for a just degree of support in all cases.

4. The Minister next stated that the Gaikwad had made over all the rest of Ahmadabad except the Peshwa's share of Kathiawar and Mahi Kantha, which were still withheld. I repeated to him the explanation I had before given to the Peshwa on this subject, referring to the discussions that had taken place regarding the engagements concluded under the guarantee of the British Government. The Minister answered that those engagements should be scrupulously observed, but that it was necessary that the Peshwa should be put in possession of whatever villages, garrisons, jurisdictions or rights of any description he might be entitled to in the subah of Ahmadabad. This, he said, would not interfere with our agreements, for that, if we would furnish a statement of the amount to be levied on each zamindar, the Peshwa would either order his subahdar to confine his collections to that amount, or to forbear all collection, and receive the tribute from the British authorities without interfering in the manner of levying it. The Minister however declared that this arrangement was only to be in force for the three remaining years of our engagements; after which the Peshwa might adopt whatever course appeared best for his own interest. I urged that our engagements might be infringed by improper exertions of authority, although the direct tribute might not be increased; but on the Minister's promising that the subahdar should be guided in all respects by our engagements, I agreed to make the Baroda Resident acquainted with all that had passed, and said he would either procure the orders of surrender required or state his reasons for wishing to withhold them, which the

*Kathiawar
& M. Kantha
claims by
Poona*

Peshwa might afterwards consider. I beg leave to request that I may be furnished with a statement of the Peshwa's and Gaikwad's shares of the tribute paid by the Chiefs in question. The papers, with which I have been favoured, state the total amount of tribute fixed by Colonel Walker, but do not specify the manner of the distribution of it between the two Powers. I beg likewise to be furnished with a copy of the engagements concluded by Colonel Walker in the original language for the purpose of being presented to the Peshwa's Ministers.

*Poona
contention*

5. At a time when the subahdar's agent was not present, the Minister thought proper to put me on my guard against giving too ready a belief to accusations brought forward by the Gaikwad's officers at Ahmadabad, remarking that it was the Gaikwad's interest to harass the British Government with continual complaints against the Peshwa's people and to render His Highness's occupation of Ahmadabad as disagreeable as possible to all parties, that he might length be reduced to restore it to the Gaikwad. I decidedly discommenced this idea, but told the Minister that, if he entertained it, it was doubly incumbent on him to see that the conduct of his own officers gave no opening for well-founded complaints.

6. At this meeting I took occasion to beg the Minister to expedite the exchange of territory in Salsi, which, he said, he would not fail to do.

Moot points

7. I designedly forbore to mention the articles presented by the Gaikwad's officers to the Peshwa before delivering over charge of Ahmadabad, as those articles differ from the ones agreed to by the Peshwa's Minister and Gangadhar Shastri, (reported in my letter of the 12th of July), and the mention of them would in consequence be likely to give rise to altercation. I shall however discuss the foundations of those articles with the Shastri so as to be prepared for any remonstrances that may arise.

Minutes, 24th November.

Orders

Ordered that extracts of the preceding letter be sent to the Resident at Baroda for his information, desiring he will furnish the documents mentioned, in order that they may be transmitted to Mr. Elphinstone.

Captain Carnac will also apprise the Governor-in-Council of the steps that may be taken by the Peshwa's officers for discharging the Arab mercenaries now in their employment in Gujarat.

Ordered that the Judge and Magistrate at Kaira be desired to furnish an attested list of the property and bonds, mentioned in his letter of the 26th ultimo to have been extorted from the inhabitants of Dehwan by the Peshwa's officers, in order that they may be forwarded to the Resident at Poona, who has obtained an order for the sarsubahdar to account for the conduct of his deputy on that occasion, and to repay the money, and restore the papers taken from the Company's subjects. The Resident at Poona to be advised.

Cambay, 19th November, 1814 (1814, P. D. 417)

1814

J. R. Carnac to S. Babington.

In reference to my former letters on the subject of the author- *Arabs*
ities at Ahmadabad entertaining Arabs, I have the honour to enclose
copy of a letter from Captain Ballantine, reporting emissaries to have
been sent for that purpose into Kathiawar.

*Letter from Captain Ballantine to James R. Carnac, dated 14th
November.*

I beg leave to acquaint you of the sarsubah having informed me *Enlisting*
within a few days of his having received advices from the Jamadars in *Arabs*
the service of the Ahmadabad manager having deputed, through the
Arabs, at present in his employ, secret emissaries to decoy those in the
service to quit their allegiance and duty, it being understood that a
Jamadar, Hamid Master, formerly one of the refractory Arabs in the
service at Baroda, had received orders to entertain a thousand or 1,500
Arabs for the Peshwa's service at Ahmadabad, etc.

This attempt, which might otherwise be attended with disagree-
able consequences, has been in the meantime suitably checked; but it is
understood to extend also to the Arabs in the employ of the Kathiawar
Chiefs, with what success I have not as yet any certain information.

Minutes, 28th November.

In acknowledging the receipt of the preceding letter reporting *Orders*
that emissaries had been sent into Kathiawar for the purpose of
entertaining Arabs for the Peshwa's service at Ahmadabad, ordered
that Captain Carnac be informed that the Governor-in-Council
approves of the measures adopted for checking these proceedings.
Captain Carnac to be advised that a representation has been made to
the Resident at Poona to enforce the orders for disbanding these
mercenaries.

Cambay, 22nd November, 1814 (1814, P. D. 417)

1814

*James R. Carnac to Stephen Babington, Secretary to the Government
of Bombay*

I request you will acquaint Government that the authority *Interference*
acting in behalf of the subahdar of Ahmadabad (Trimbak Danglia
now at Poona) has addressed a letter to the karkun on our part at
Chura Ranpur, directing him not to pay the revenue collections of
the current year except into his treasury, having, as he says, assumed
the control of the Peshwa's possessions in Gujarat.

I should be disposed to attribute this conduct, considering the
immediate acquiescence given to withdraw the Peshwa's people sent
to take charge of Napad, to ignorance of the extent of his authority,
provided the local officer, arrived from Poona, had given no other
proofs of the arrogance of his disposition. I have again addressed
him on the impropriety of his interference in the possessions in
the province, ceded to the Company in jaidad by the treaty of
Bassein.

Bombay minutes, 7th December

Solution In reply to the letter from the Resident at Baroda, dated the 22nd ultimo, ordered that Captian Carnac be furnished with a copy of Mr. Elphinstone's letter of the 1st instant, above recorded, together with the order to the deputy sarsubahdar of Ahmadabad, directing him to withdraw the party he has sent into Kathiawar and to forbear taking any further steps regarding that country and the Mahi Kantha without authority from the Peshwa, which, it is hoped, will set these questions at rest for the present.

1814 *Poona, 1st December, 1814 (1814, P. D. 417)*

M. Elphinstone, Resident at Poona, to J. R. Carnac.

Poona request I have been requested by the Ministers of His Highness the Peshwa to recommend His Highness's deputy sarsubahdar to your notice and to solicit your mediation in all disputes between him and the officers of the Gaikwad Government. I have represented to the Ministers that you are already perfectly disposed to favour their wishes in this respect; but, as they still continued to request a letter to you, I thought it expedient to gratify them.

Bombay minutes, 31st December

Approval The Resident at Poona having recommended the deputy sarsubahdar to Captain Carnac's notice and solicited his mediation in all disputes between him and the officers of the Gaikwad Government, ordered that the Resident at Baroda be desired to comply with the wishes of His Highness the Peshwa's Minister.

1815 *Camp Amreli, 3th February, 1815 (1815, P. D. 420)*

Ballantine to James R. Carnac.

Pingelsing unfaithful Some days before I left this place for Baroda, Pingelsing sent me a word to say that the Peshwa's officers had sent for him, while at the same time the sarsubah had personally complained to me that Pingelsing was actually paying night visits to the Peshwa's people and exciting them to acts inimical to the interests of his sarkar. I cannot better elucidate the probability of the complaints than by forwarding the accompanying letter, which, on my return from Baroda by the way of Bhavnagar, was put into my hands by Wojasing with an explanation that he had never been so intimate with Pingelsing as to sanction such a liberty, and that he was apprehensive a knowledge of the circumstances might subject him to the displeasure of the sarkar.

Since my return to this place I have been informed that Pingelsing had quitted this place on his own accord and gone to Wadhwan. Of his reasons I have no information from himself; but from his letters it would seem to entertain troops and excite disturbances.

Translation of a letter from Pingelsing to Kumar Wojasing, dated 6th December, 1814.

Intrigues The purport of this letter is to inform you that the subahdar of Ahmadabad is entertaining sibandi and has engaged many sepoys

Belonging to Wadhwan, Limbdi and those of these districts. Besides this, is a letter to my address from the subahdar, in which it is written to entertain 1,000 horsemen of the best description and to send them to this place. Nana and Raoji, who are now at Amreli, have also been most particularly enjoined as to the [great] want of sepoy in the sarkar; and that, if they are dilatory in this business, they will be subjected to blame. Your Darbar sepoy have heard this information. On my way from Amreli to the Paliyad camp, I have stayed one night at Benod, where the sepoy have told me they will provide as many horse as we require, and that they will go wherever they are to be sent; but I told them you belong to the Darbar, and that you must first be discharged, and then they may be employed, because to employ them without the permission of the Darbar would be liable to blame. It is therefore the object of this letter to know whether you require the sepoy or not.

At Ahmadabad they are employing sepoy as quick as possible; but they have also written this letter of particular injunction to me, desiring me to entertain and send to Ahmadabad all the sepoy, foot and horse of the best description I can obtain; whatever may be the necessities however of the sarkar, I will not entertain a single sepoy without the consent of the Darbar.

Baroda 1st March, 1815 (1815, P. D. 420)

1815

James R. Carnac to Francis Warden.

I am sorry to be under the necessity of submitting a copy of *Cause of* dispatch received from my Assistant in Kathiawar, descriptive of *trouble* the present state of that country. The language used by the Chief of Jodiya to Sunderji, as related in the enclosure to Captain Ballantine's communication, exhibits a resolution of disobedience, which appears to me to require a prompt exercise of the power of Government, as calculated to render a salutary example of the consequences of misconduct of more extensive evils. It does not also appear to me, that the desultory nature of a Maratha system of warfare will readily redeem the Chiefs from the violent course, into which, there is every reason to believe, they have been betrayed by the mischievous designs of the Peshwa's officers.

I beg to state that no proceedings of the description related by Captain Ballantine were heard of until the officers from Ahmadabad entered Kathiawar.

Captain Ballantine's description of Kathiawar, addressed to James R. 1815 Carnac, dated 20th February.

1. Since my last general report on the state of affairs in this *Trouble in* Province I deem it essential to submit by this opportunity a detail of *Kathiawar* such changes as seem material, not only in themselves, but such as may in their operation require to be acted upon with vigour and effect. The circumstances, alluded to, appertain to the present disposition and conduct of several Chieftains in this peninsula; and I shall at the same time briefly state such causes as appear to me from my present information to have led thereto.

2. Pursuant to the instructions of the Native Government, I have to acquaint you with having left the vicinity of Amreli... The object [is] to make a complete circuit, for the realisation of the arrears of this Government, in view to the re-establishment of the Peshwa's authority in this province. It is also intended to complete those arrangements, hitherto partially reported on by me, with the Nawab of Junagarh, which an approximation to the capital will facilitate; and soon [effect] the settlements, so long looked for, from the Chiefs of Beyt and Dwarka, and others of the bhumias of Okha.

3. It is probable however this force will be detained some time in this neighbourhood for the suppression of an active scene of plunder and depredations carrying on by several bharwuttia Kathis, and [who] have assembled a reputed force of 400 or 500 horse and foot, and taking refuge in the mountainous tracts in the vicinity of Junagarh have lately committed the most serious excesses on the villages and peaceable population of the surrounding mahals. These daring depredators have within a few days past plundered several villages to a large amount, and three days ago burned three villages, and killed and wounded upwards of 30 peaceable cultivators in their fields.

4. The principal cause of all these depredations, I believe from all the information I can obtain, to arise from an erroneous idea that has gained ground with the bhumias that the Peshwa's authority had become established in Kathiawar, that the Gaikwad's authority was superseded, and the Company's guarantee annulled; and that consequently a field was thrown open for them to resort to their former habits of enterprise and plunder. I have indeed much reason to apprehend that the conduct of the Peshwa's officers during their short sojourn in this province was both likely to generate and studiously directed to inspire such sentiments in various instances, which have come to my personal knowledge.

5. I believe the conduct of the Kathi Chief Jasdap to originate principally from the same cause...

6. Since the recall of the Peshwa's people, his conduct has been somewhat more moderate. The counter-securities here succeeded in obtaining the release of their kamdar, whom he had seized, and on whom he was committing the most violent cruelties and extortion, Pingelsing is mentioned to have been an instigator in these excesses, although I have not yet obtained actual proofs of the circumstances; and this Kathi as well as almost every bhumia of the peninsula has been encouraged to have their agents at Ahmadabad.

7. In my report of the 10th, on the conclusive arrangements at Navanagar, I had occasion to advert to the rebellion of the Maskati Arabs, composing the garrisons of Hariana, Kandorna and Pardhari; and the measures set on foot for its suppression, in the course of which several smart actions have taken place with that division composing the garrison of Hariana, a strong barricaded town. The casualties have been upwards of 300 killed and wounded, and the Arabs have since evacuated the place and taken refuge at Jodiya.

8. I have frequently reported on the delinquency of the Khawases, and I cannot better elucidate their present participation in these excesses than by handing up the accompanying copy and translate of a letter with its enclosure from Sunderji Sivji on the subject. A letter, also received by the same opportunity from Govindrao, mentions that the Khawases had sent to enlist a large body of Arabs, that had been discharged by Husain Miyan on his quitting Bhuj.¹

9. Independent of the evident participation of the Khawases in this conspiracy, the Arabs, composing it, seem also from several late intercepted dispatches to have been countenanced and excited to it by the Peshwa's under-officers, who came into Kathiawar, and [by] the Arab sibandi of Ahmadabad. Nor can the conduct of the Peshwa's officers in this instance be looked upon but as most wanton, as being neither directed to obtain or calculated to promote one single legitimate object of right of their Government.

[See Volume X, Section C, Native States, Okhamandal, entry of 20th February, 1815.]

13. The affairs of Nagar have already come under discussion, and otherwise the pargana possesses profound quietness; and the public revenues are, I believe, in a favourable train of liquidation. By the progressive approach of the force to the Rann the troops will be available to the objects in that quarter, and the attention of himself and the sarauah must be directed to affairs of Malia and Morvi.

14. I am happy to again report that the Chieftain of Dhrangadhra has shown himself worthy of the indulgence proposed to be extended to him, and I am informed all his arrears have been liquidated. The Chieftain of Vankaner however, who during the last three years has experienced the utmost forbearance in the discharge of his dues to this sarkar, has lately leagued with the Peshwa's officers, insulted the Gaikwad people and, at their instigation, entertained a corps of beraks of Arabs, and by the purchase of ammunition and other military stores has declared his intention to oppose the supremacy and just rights of the Gaikwad Government.

15. You are already acquainted from my public and private intimation to you that the Limdi Raja and bhayad adopted a similar line of conduct with the Peshwa's people. Both those Chiefs are extremely reprehensible and deserve a signal instance of the displeasure of the sarkars...

Bombay minutes, 13th March, 1815.

Ordered that copies of the above recorded papers and of the *Elphinston* instructions issued to the Resident at Baroda be forwarded to the *informed* Resident at Poona, by the former of which he will clearly perceive that the arrangements, made for the tranquillity of Kathiawar, are likely to be seriously disturbed by the intrigues and misconduct of the

¹ See Volume X, Section C, Native States, Jodiya, letter from Captain Ballantine to James R. Carnae, dated 20th February, 1815.

Peshwa's officers; evils which we had anticipated, and which will probably increase, unless His Highness should recognise the engagements by which the tranquillity of the Province of Kathiawar has in a great measure been secured, and in the maintenance of which the interests of the British Government and of the Gaikwad are equally concerned.

1815 *Bombay, 13th March, 1815 (1815, P. D. 420)*

Francis Warden to Captain J. R. Carnac

N. B. The same as the preceding minutes.

*Against
Peshwa's
officers*

In acknowledging the receipt of your dispatch of the 1st instant with its enclosures from Captain Ballantine on the subject of affairs of Kathiawar, I am directed by the Right Hon'ble the Governor-in-Council to acquaint you that it appears to be necessary that your Assistant should be instructed to exert his best endeavours to counteract the effects of any opinion which the Peshwa's officers may attempt to promulgate unfavourable to the Gaikwad interests in Kathiawar, or that shall tend to weaken the efficacy of the engagements which have been contracted under the guarantee the Hon'ble Company, since neither the rights of the Gaikwad, nor those of the Hon'ble Company, as the guarantee for maintaining the permanent tranquillity of Kathiawar, have been in the slightest degree superseded by the resumption of this portion of the tribute chargeable on the talukas situated in that Province, which are dependent on the farm of Ahmadabad.

*Other
chiefs*

Captain Ballantine will communicate to the Chieftains of Nagar and Dhrangadhra the satisfaction which the British and Gaikwad Governments have experienced from the just regard they have manifested to the fulfilment of their engagements.

A suitable warning should be also given to the Chieftains of Vankaner and Limdi. The former should be required to dismiss his beraks of Arabs, and Captain Ballantine should be directed to report the source from which the Chief of Vankaner has purchased ammunition and military stores as reported in the 14th paragraph of his letter.

1815 *Kaira, 16th March, 1815 (1815, P. D. 420)*

E. Ironside, Judge and Magistrate at Kaira, to James R. Carnac.

*Jats and
Kathis*

I am sorry to inform you of another successful attempt having been recently made by the Jats, in conjunction with the Kathis, in plundering the village of Nagarkhar in the Ranpur pargana.

I duly communicated this second irruption of the Jats and the Kathis to the Diwanji at Amreli and the deputy sarsubah at Ahmadabad; and in view to apprise you of an asylum being afforded to these depredations by the Thakur of Wadhwan, a tributary of His Highness the Gaikwad, I beg leave to give cover to an extract of answer received from the latter authority.

In soliciting your early attention towards checking the marauders from such desperate acts and thereby to remove the alarms which have in consequence been excited on our western frontier, I would venture to recommend the propriety of the Gaikwad Government calling upon the Wadhwan Chieftain to account for his conduct in having allowed these disturbers of the public peace to remain unmolested in the villages under his management.

Baroda, 17th March, 1815 (1815, P. D. 420)

1815

James R. Carnac to Francis Warden.

The examinations of disorder in this Province induce me to submit the copy of a letter, this morning received from the Judge and Magistrate at Kaira, for the information of Government. It is a novel circumstance in these days to hear of the plunder of villages in the Company's districts; and unless the sentiments which have gone abroad of the Chiefs of Kathiawar being subject only to the Peshwa, disseminated by the servants of His Highness, are checked by some decided evidence of no change being contemplated in the system for the country, it is to be apprehended that in the evils consequent to the partial interruption already admitted, the Company's western possessions will prove an inviting object to the untractable habits of the neighbouring people. *Cause of unrest*

I have addressed the Gaikwad authorities, as desired by Mr. Ironside. As this Government is in many quarters suppressing disturbances in Kathiawar generally, it follows that it will look to the Peshwa's participation in a moiety of the expense incurred until he assumes the charge, or that some adequate arrangement is effected with the Poona State for the administration of its tributary claims.

Bombay minutes, 28th March.

In acknowledgment of the preceding letter ordered that the Resident at Baroda be informed that a troop of cavalry has been ordered to proceed from Songarh towards the western frontier for the purpose of its being employed by the Judge and Magistrate at Kaira; and it is hoped that the adoption of that measure will have the effect of preventing the further irruptions of the Kathis. *Orders*

Captain Carnac to be also informed that the Governor-in-Council approves of his having addressed the Gaikwad authorities in respect to the countenance given to the marauders by the Chief of Wadhwan.

Poona, 24th March, 1815 (1815, P. D. 420)

1815

Mountstuart Elphinstone to Francis Warden.

I have the honour to acknowledge the receipt of your letter enclosing a dispatch from the Resident at Baroda, dated March 1st. I have addressed a remonstrance to the Peshwa's Minister on the subject and have received assurances that such orders will be issued to the deputy sarsubahdar at Ahmadabad as will prevent his entering into any intrigues of the nature imputed to him. *Poona promises*

I have not thought it necessary to communicate with the Peshwa's Government on Captain Ballantine's intended circuit, being well

assured that care will be taken to prevent the arrangements, which it is designed to effect, from clashing with any of the Peshwa's rights or well grounded, pretensions.

1815 1815, *April-July.*

Intrigues by the sarsubah of Ahmadabad and his officers in connection with Jodiya.

See: Volume X, Section C, Native States, Jodiya.

1. Baroda, 14th April, 1815: Letter from James R. Carnac to Francis Warden.

2. Baroda, 22nd April, 1815: Letter from James R. Carnac to Francis Warden, with accompaniments.

3. Baroda, 27th April 1815: Letter from James R. Carnac to Francis Warden, with accompaniments.

4. Camp before Kandorna, 24th April, 1815: Letter from Captain Ballantine to James R. Carnac, with Bombay resolutions.

5. Baroda, 19th June, 1815: Letter from J. Williams to James R. Carnac.

6. Baroda, 18th July, 1815: Letter from James R. Carnac to Francis Warden, with accompaniments.

1815 *Bombay, 2nd May, 1815 (1815 P. D. 421)*

Francis Warden to Mountstuart Elphinstone.

Remonstrance I am directed by the Right Hon'ble the Governor-in-Council to transmit to you a copy of a dispatch from the Magistrate at Kaira dated the 19th as also two others from the Resident at Baroda of the 22nd and 23rd of last month.

2. By the contents of these dispatches you will be apprised of the countenance and protection afforded to the Jats and Kathis in carrying on their depredations within the Company's territories, and will perceive the necessity of making a serious representation to the Poona Government of the proceedings of its officers on the occasions adverted to.

3. Every day's experience affords a proof of the inefficacy of the existing system in the preservation of the tranquillity of Kathiawar and the adjoining territories, which is so essential to the interests and prosperity of these provinces. It is therefore to be hoped that His Highness the Peshwa will not fail to issue such instructions to the authorities in Ahmadabad as will be effective for the prevention of such occurrences in future. But failing so to do, the Governor-in-Council is of opinion that His Highness should be explicitly told that the British Government will be driven to the necessity of adopting measures for its own security, which, however desirable, if possible, to be avoided, may be fully justified under these circumstances.

4. Previously however to resorting to such an expedient, the Governor-in-Council has directed me to request you will be pleased to exert your best endeavours to obtain the Peshwa's assent that our troops may meet with no obstruction in following the depredators through His Highness's territories, should it become necessary, but on the contrary that every aid may be afforded to them in securing and prosecuting the offenders, wherever they may be found.

Nasik, 25th May, 1815, (1815, F. D. 422)

1815

Mountstuart Elphinstone to Francis Warden.

I have this moment had the honour to receive your letter dated the 3rd instant, and I beg leave to offer my acknowledgments to the Right Hon'ble the Governor for the communication of his instructions to the Resident at Baroda.

It must be considered a very fortunate circumstance that the intrigues of the Peshwa's officer at Ahmadabad should have been directed to a place, where his Master possesses no claim to tribute or sovereignty, as the British Government and the Gaikwad are thereby enabled at once to punish the associates of his design and thus show to the whole of Gujarat the inefficacy of such assistance as he can secretly afford. This result indeed can scarcely fail to convince the Peshwa's officers themselves of the inutility of their attempting the indirect courses, in which they have lately been engaged; and on the whole I cannot but anticipate the most favourable effects on their future conduct from the vigorous measures which the Right Hon'ble the Governor has adopted. With respect to the misdemeanours already committed by the Peshwa's sarsubahdar, it was my intention to have remonstrated seriously with His Highness's Ministers on the facts communicated in your letters dated the 2nd and the 3rd instant. But His Highness's journey to Wahi and the subsequent dispersion of his Ministers to their residences in the country have prevented my having an opportunity of communicating with them until now. I expect the Peshwa to be here by the day after to-morrow, and I shall not fail to address him as soon as after his arrival it may be in my power.

I shall take the same opportunity to remonstrate on the conduct of the sarsubahdar in harbouring plunderers, and to obtain the Peshwa's consent to our pursuing marauders from our own territories into his.

Poona, 4th June, 1815 (1815, P. D. 422)

1815

Mountstuart Elphinstone to Francis Warden.

I have the honour to enclose a Marathi letter to the Peshwa's sarsubahdar of Kathiawar, directing him to deliver up Umar Khan and any other persons, who shall be proved to be freebooters, to the British Government, and to afford his aid to any British troops that may enter the country under his authority in pursuit of plunderers.

His Highness the Peshwa's Ministers express in confident terms their disbelief of their sarsubahdar having encouraged robbers. They particularly deny his having entered into a treaty with offenders of

that description, or his having bestowed a dress of honour on Umar Khan, when the predatory character of that Chief was known. They however promise to remove the sarsubahdar from his office on any of those facts being substantiated against him.

Minutes, 10th June.

Inquiry Ordered that a copy of the preceding letter be forwarded to the Resident at Baroda with instructions to institute the necessary inquiry in order to ascertain how far the charges, alluded to, in the 2nd paragraph of Elphinstone's letter, as affecting the sarsubahdar's conduct, may be founded.

1815 *Camp at Ghatila, 7th June, 1815 (1815, P. D. 421)*

James McMurdo to James Williams.

Advice asked In consequence of several villages subject to H. H. the Peshwa being implicated in the depredations committed on the districts of the Hon'ble the Company and the Gaikwad, I have to solicit instructions for the guidance of my conduct towards them, and to be informed whether I may not inflict a punishment on them, as on those of H. H. the Gaikwad, if similarly guilty.

Minutes, 3rd July.

Delay Pending the present reference to Poona, the Governor-in-Council does not think it advisable to authorise any measures being pursued by Lieutenant McMurdo, unless some new aggression should be committed by the inhabitants of the Peshwa's villages, in which case he will be directed to retaliate on the offenders. Ordered that the Resident at Baroda be advised of the preceding resolution.

1815 *Nasik, 12th June, 1815 (1815, P. D. 422)*

Mountstuart Elphinstone to Francis Warden.

Discussions at Poona I have had many discussions with the Peshwa's Minister on the subject of the intrigues carried on at Jodiya by Sankraji, the agent of the sarsubahdar of Ahmadabad.¹ I postponed writing to you on that subject until I could communicate some satisfactory adjustment; but the attainment of that object being put off for the present, I beg leave to acquaint you with what has past up to this time.

On the arrival of the Ministers at Nasik, I addressed a serious remonstrance to them in writing, in which among other things I complained of the intrigues of the sarsubahdar of Ahmadabad; and in course of subsequent conversations I demanded the recall of Sankraji, an inquiry into the conduct of the sarsubahdar, and his dismissal from his office if his guilt was proved. This last example I however said might be dispensed with, if His Highness by acceding to the agreements relating to Kathiawar would give a proof to the bhūmias and to all concerned that he was far from desiring to instigate opposition to the Gaikwad or to disturb the established order of things in that country.

¹ See Volume X, Section C. Native States, *Jodiya* entry of 27th April, 1815, Letter from James R. Carnac to Francis Warden and accompaniments.

The Ministers at first defended the sarsubahdar's proceedings by alleging that he was not taking part with the Khawases, but with Jam Santaji, the lawful Prince of Navanagar, whom the Gaikwad had deposed with a view to raise his Minister to the sovereign authority; and on my disproving this assertion by means of the lights afforded me in your letter of the 23rd November, 1814, the Ministers said the matter appeared doubtful and proposed a reference to Ahmadabad to ascertain the real state of the affair. I objected to this as useless, since in any case, if the Peshwa were entitled to interfere at all, he ought to have done so by remonstrances with the Gaikwad and with the British Government, and not by secret intrigues and endeavours to excite war and confusion among the people of Kathiawar. The Ministers admitted this, but complained that the Peshwa had not been consulted in the present proceedings at Navanagar, to which he was fully entitled, having the same or a greater claim on that Principality than the Gaikwad. I explained that His Highness had no such right, as the present transactions did not originate in the claim to tribute, in which I admitted that His Highness had a share, but in the engagements concluded by Colonel Walker, to which he had refused to accede. It was those engagements alone, I observed, that brought the Maratha Power into contact with the Khawases, whom otherwise they could only have known as dependants of their tributary, the Jam. The Ministers said the Peshwa certainly was observing the engagements at present, and that it was hard he should be liable to the restraints they imposed without sharing in the benefits they conferred. This led to discussions on the general question of the permanent engagements, which need not be detailed here.

The Ministers next said that they were at least entitled to be consulted respecting the adoption of an heir to the masnad; and on my saying that they had been consulted, they first disputed the fact and afterwards urged the inutility of the Gaikwad consulting the Peshwa, after he had actually settled the succession in such a manner that the Peshwa could not set it aside without acting in direct opposition to the Gaikwad and at the same time exciting a civil war in Navanagar. They said this conduct was particularly censurable, because the occasion for an immediate adoption was so little urgent; and they asked me what ought to be done if it should appear that the Gaikwad had after all concealed from the Peshwa the point of the whole transaction, which it concerned him most to know, namely, the receipt of a nazranah on the occasion of the adoption. I replied that I thought this last fact improbable; but that, if it were true, the Peshwa would no doubt be entitled to his share. The Ministers observed that His Highness would also be entitled to claim some atonement for the fraud that was attempted to be practised on him; and this discussion ended by my expressing dissatisfaction with their violence, especially in a case where the truth of their suspicions was so doubtful.

At length the Ministers agreed to remove the sarsubahdar of Ahmadabad from his office if it should appear that he had intrigued with the Khawases. The whole tenor of this report, they said, was

at variance with such a supposition, but the intercepted letters on the other hand formed strong ground for believing that he had been so employed. They also agreed to recall Sankraji and brought me an order to the sarsubahdar to that effect, but it was coupled with a direction to send another agent to Navanagar with strict orders not to interfere in the politics of the country and merely to write the news. On this ground I returned the letter. I said that, even if their agent did not intrigue, his being stationed at Navanagar would excite suspicions and unsettle the minds of the people of the country and would also be at variance with the plan to which His Highness had consented (and which was so necessary) of the Peshwa's abstaining from all interference with Kathiawar until the system of action towards that country should be settled with the British Government. On the Ministers urging the necessity of their being informed of all the Gaikwad transactions at a place where they had so deep an interest, I agreed to their having a newswriter with Captain Ballantine, provided he were entirely subordinated to that Gentleman's orders. The Ministers undertook to refer this question to the Peshwa; and as His Highness was absent from Nasik at the time and set off for Poona next day, I have not yet heard the result. I have however written to request an immediate answer, which I hope I may receive.

1815 *Bombay 29th June, 1815 (1815, P. D. 422)*

Francis Warden to Mountstuart Elphinstone.

Bombay comment I have received and communicated to the Right Hon'ble the Governor-in-Council your letter of the 12th instant, and I have been directed to inform you that he concurs in the views you have taken of the different questions now at issue on the officers of Kathiawar.

2. With regard to the proceedings of the Gaikwad on the succession of Jam Sataji to the masnad of Navanagar, but more especially on the important question how far the Peshwa or the Gaikwad has any right to interfere in the succession of the gadi of that Principality, a reference to the historical details contained in Colonel Walker's dispatch of the 25th of January, 1808, will afford you the information, and is sufficient to enable you to combat any pretensions asserted by the Poona Government to such interference, a right which has in no instance (of which the Governor-in-Council is aware) been attempted to be exercised by that Government; nor is the Governor-in-Council apprised that the Gaikwad did actually assert any right to an interference in the late succession, which is now the subject of discussion. All that this Government has however been apprised of on the subject of the intended succession to the gadi of Navanagar is contained in Mr. Babington's letter to you of the 23rd December, and the papers to which it refers, wherein the circumstances, which had occurred in relation to the succession, were communicated to you for the purpose of being made known to the Peshwa to prevent any jealousies which might have been felt by His Highness in consequence of the part we had taken in concert with the Baroda Government for settling the succession in Navanagar.

3. The Peshwa's Ministers will perceive on a reference to dates that the succession to Jam Sataji had not been finally closed at the time that information was communicated for the purpose of being made known to His Highness.

4. With the proceedings now in progress for aiding the operations of the Jam in recovering those parts of his dominions, which have been wrested from him, and which under the arrangements made by Lieutenant-Colonel Walker were to be held by the Khawasas conditionally, the Governor-in-Council could hardly have thought it necessary to obtain the Peshwa's concurrence. At the time same he is free to acknowledge that, had it occurred to him that His Highness the Peshwa would have been gratified by a communication of the intention of this Government in assisting the Jam, he should not have withheld that information from him; although, under the view he has taken of their different relations in respect to Navanagar, it did not appear to him by any means to be called for as a matter of right.

5. It is true that a nazranah had been received on the succession of Jam Sataji. But you will perceive by the letters from this Government to the Resident at Baroda, copies of which are enclosed, the opinion this Government entertained of that proceeding, and of its having advised the return of the amount as having been exacted contrary to the spirit of the existing engagements.

6. Had the Governor-in-Council consented to the nazranah being retained by the Baroda Government, it might have been reasonable that the Peshwa should have participated in the advantage of it in the proportion which the amount of the tribute received by His Highness bore to that of the Gaikwad.

7. With respect to the newswriter, the Governor-in-Council is not aware of any objection whatever to the Peshwa's employing a person in that character with Captain Ballantine if he should think proper so to do, although the information which will from time to time be communicated to you would enable you to apprise His Highness of any events in that province, on which he might be desirous of receiving intelligence, whether connected with his interest or not.

Baroda, 17th July, 1815 (1815, P. D. 423)

1815

James R. Carnac to Francis Warden.

In obedience to the directions of the High Hon'ble the Governor-in-Council, communicated in your letter of the 10th ultimo, I have taken every practicable means to ascertain whether the troops of this Government [Baroda], when acting with the force commanded by Major-General Holmes, had been guilty of the serious excesses represented by the Peshwa's authorities at Ahmadabad. *False accusations*

This Government have denied the fact and challenge a scrutiny into these allegations. It is declared that the only articles extracted in the progress of the troops were carts, wood and grass, and a small trifle to the jaripatka or great standard of the Maratha Empire from the villages in the route of the force, conformably to the established

practice of all native armies, and but recently exemplified by the Peshwa's troops in the Gaikwad mahals and Company's possessions, when the sarsubah proceeded to receive charge of Ahmadabad. Such proceedings were not complained of by this Government; and it is here affirmed that the object in preferring representations against the Gaikwad troops is not to invite inquiry, but that the sarsubah, from his mismanagement and extortions having failed in realising the revenue expected, wishes to find any excuse to exonerate himself from responsibility to his Principal.

By the enclosure to the dispatch from the Resident at Poona, it would seem that at the time of the complaint the country was in a state of cultivation. It is only necessary to refer to the season to decide that cultivation is unknown to any extent, and that the representation of its being suspended is groundless. The period of collection also had not arrived, and how the current year's collections were lost by the troops being a few weeks in that quarter of the country, at a time when it necessarily lies waste, it is difficult to determine. However much the complaint carries internal evidence of exaggeration and misstatement for purposes, which I would rather attribute to the cause suspected by this Government than to a malicious design against the reputation of the force, I have nevertheless called upon Mr. Williams for his report, as that gentleman resided in the Gaikwad camp.

In submitting a copy of Mr. Williams' letter on the subject perhaps it would be satisfactory to Government, as Major-General Holmes is now at the Presidency, to ascertain whether that officer was aware of the Gaikwad troops having plundered the whole of the villages of the pargana Alina. It could hardly escape notoriety, but particularly the officer commanding the British troops would become acquainted with such indiscriminate lawless destruction, and have discovered the propensity in other parts of the province traversed by the force.

Letter from J. Williams to James R. Carnac, dated Baroda, 15th July, 1815.

Williams testifies I have the honour to inform you in reply to your interrogations on the representation from the Resident at Poona that, although I resided in the Gaikwad camp when acting as agent on the part of Government, I declare myself unconscious of the horrible charges adduced against the force collectively. I was aware of the Gaikwad troops taking hay, wood and carts (the latter were returned at the conclusion of the march, if others were to be had) and the usual bini bhandari to the standard; but this is the invariable custom of all Maratha armies.

I had no occasion to complain of the Gaikwad officers or their troops, nor were any complaints made to me of any important nature by the people of the country; and I beg to say that Major-General Holmes, when quitting the force, expressed himself well satisfied of the general conduct of the Gaikwad force.

Bombay minutes, 31st July.

Ordered that copies of the preceding papers be communicated to the Resident at Poona, by which Mr. Elphinstone will be enabled to refute the accusation, made by the Peshwa's officer at Ahmadabad, of irregularities having been committed by the Gaikwad troops, which accompanied the force under Major-General Holmes in the pargana of Alina. *Orders.*

Baroda, 18th July, 1815 (1815, P. D. 423)

1815

James R. Carnac to Francis Warden.

I request you will furnish the Right Hon'ble the Governor-in-Council with the accompanying copy and translate of a letter from the sarsubah of Kathiawar to my address, which will satisfy His Highness the Peshwa that his sarsubah has taken active steps in support of the Chieftain of Jodiya. I have also information that persons from Ahmadabad in the employ of the sarsubah are at the present time in the fort of Jodiya; and although it is quite impossible to bring direct evidence of the criminality of the Peshwa's officers in numerous other instances, the countenance he has afforded to a Chief, who had endeavoured to excite disturbances in the country, is a strong presumptive proof that the acts, of which he has been accused, of a similar tendency, have not been denounced on trivial grounds. *Sarsubah's intrigues*

The futility of orders from the Peshwa has been substantiated by the dangerous interference of His Highness's sarsubah in Kathiawar; and as his character and principles are (to the fatal experience of this country) on a level with his low origin, the intention of the Poona Government to displace him, on being satisfied of his having rendered assistance to Jodiya, can now be carried into execution. I have however to adduce another instance of this man's misconduct to the Chief of Palanpur, which will be found detailed in the accompanying papers. As to the bhandari, I addressed the sarsubah, insisting on the impropriety of his proceedings in contempt of the instructions he had received from his own Government and the engagements of the Company, but this has not received attention and like other references is likely to be treated with neglect.

No. 1 Translate of a letter from Vithalrao Diwanji to Captain James R. Carnac, dated 6th July, 1815.

Mr. Williams, Assistant, and Yeshwantrao Dada have been constantly kept acquainted with the state of affairs here. The present news is that a karkun from the subah of Ahmadabad is now residing in Jodiya, and that he has received money from the Maskatis for his aid to them. The Arab, Cheous Rashid, was also sent to Ahmadabad by them and has returned to Vankaner, accompanied by 75 horse, among these are Venkatrao Taktia, the nephew of subahdar, and Govindrao Somvanshi. *Peshwa's officer hostile*

When this became known here, I judged it necessary in order to punish the Maskatis, to oppose this force on the road; but not having precise orders, I did not think myself authorised; however the

Navanagar agent, Jagjivan, said that, as these men from Ahmadabad had joined the Maskatis, who had rebelled against the authority of his sarkar and usurped its possessions, he would not allow them to proceed, and he accordingly marched with about 500 men and encamped near Tankaria. Venkatrao and Somvanshi, on hearing of his approach, sent a karkun to me, who informed me that Venkatrao himself intended to pay me a visit. I asked for what purpose. He said that the Navanagar Chief and the Maskatis had quarrelled, and that the latter had complained to the subah, and it would be proper therefore that Venkatrao and Diwanji should settle the dispute in conjunction. I told him the Arabs were rebels and had plundered the Nagar taluka, and that the sarkar were about to punish them; to join or give them assistance therefore, as they had, was very improper; and that they could not expect any answer from me, that I obeyed the orders of my superiors and, if they wanted any information, they must get it from Baroda; that it was dangerous for Venkatrao to come here from the troops being on the road, and that, if anything occurred, I should be blamed; that the Hon'ble Company were guarantees in this quarter, and that no improper conduct would be permitted. The karkun then left us. Jagjivan waited in his camp at Tankaria 4 days; but, as Venkatrao did not come out, he informed the Vankaner Chief that he did wrong in allowing them to remain in his town, and desired him to turn them out. The Vankaner-man requested them to go, telling that he was likely to meet the displeasure of the Navanagar Chief if they remained, but it happened that a berak formerly belonging to Venkatrao had charge of one of the gates. These men joined the others, and they refused to quit the town. Jagjivan, on being informed of this, marched to the outer gate of Vankaner; and Venkatrao, on seeing the good order of his troops, became afraid, came out to Jagjivan, and agreed to leave the place directly, but begged they might not be plundered, and denied that they came to fight. Jagjivan told them that he insisted that the rebel Cheous should be given up, as of course they had no particular concern in what regarded him, but they remained silent. The Cheous with 10 or 15 Arabs were in the fort, and Jagjivan had placed guards round it to prevent his escape; but in the night it rained hard, the river swelled, and the sentinels being separated by it he let himself down from the wall by a rope and got off. The horses, camels, nagara and flag, given him by the Ahmadabad Chief, were all taken by Shir Khan's Pathans, and two or three other jamadars were also taken prisoners, but Cheous Colon escaped to Jodiya. Venkatrao and Somvanshi after this desired leave to go away, and having received some presents from Jagjivan, they departed. The aid sent from Ahmadabad has been disposed of in this manner by the Navanagar agent.

This is written for your information (ironically): By the return of the Cheous to Jodiya the desire of Muhammad Nazir has met its accomplishment. His confident expectation of assistance has been entirely dissipated. He is now considering how to deliver up Pardhari. I shall wait 2 or 3 days. If he quits it, well; if not, I shall attack it. My excellent Sir, I should not have been so long, but

we have had rain daily, and delay could not be avoided; but by the good fortune of the sarkar in a short time the place will be ours.

I had private information that a convoy of provisions was on the road from Jodiya to Pardhari, and therefore detached a party of cavalry to intercept it. They had the luck to face up with and capture the whole. The fortune of the sarkar is great, and the rebellious will meet their punishment. Captain Ballantine's Assistant still remains at Amreli. Sunderji informs us he is coming here soon.

No. 2. Translation of a letter from Jetha Mehta to James Williams, Assistant in Charge of the Residency at Baroda, dated 1st July, 1815.

An engagement was entered into through the medium of Colonel Walker with the Gaikwad Government, subsequent to their secession to the Peshwa's mahals, to discharge the tribute for 10 years (commencing from the year 1806) at Baroda; and the Company is mal-zamini (surety) and bhandari (guarantee). Thus far you must know. The troops of the subah of Gujarat went to Sidpur and began to molest the villages. I then informed them of the stipulations which had been made to pay the tribute for 10 years at Baroda. Upon this they brought me hither and placed me in confinement. It is six months that I have been here, and you have not written me. I ventured myself into the hands of these people, confiding on the guarantee of the Company, but no help has been afforded. The Company's honour is called in question; I am merely a bhunia and shall make my settlement at Ahmadabad, because the mahals belong to the Peshwa, and I cannot refute their claims. As the Company is known to be our bhandari, they will assist me. In the six months I have been here they have injured my reputation and offered me many indignities. How much can I write you? If you intend to assist me, send two peons to obtain my release. If it is done soon, it will save me. If you do not send them, write me to settle with the subahdar here; you will be further informed from the accounts which the kasids will give.

Jetha arrested

No. 3. Translated extract of a letter from Samshir Khan to Captain James R. Carnac, dated 25th June, 1815.

I sent Jetha mehta to the camp of the Ahmadabad-man. He has detained him in confinement and tells him he may depart after discharging the khundni. It is proper therefore that you endeavour to effect his release, because you are my Master. It is necessary to inform you of any troubles I may experience, because you and you alone can alleviate them. You are also my bhandari (guarantee), and I consider myself fortunate in being connected with you. On this account make haste to write whatever you may deem expedient, that I may act upon it. Whoever of my people visit Ahmadabad are thrown into confinement. Do therefore something that may ensure my people free ingress and egress from Ahmadabad, and also that may obtain the liberation of my mehta. Do endeavour, and send me an answer.

Bombay minutes, 31st July.

In acknowledgment of the preceding despatch ordered that the Resident at Baroda be informed that a copy of it has been

Orders

transmitted to the Resident at Poona, in order that he may adopt the necessary measures for obtaining the removal of the sursubahdar of Ahmadabad as well as for the release of Jetah mehta.

In the event of the surrender of Jodiya or the other places, which the force under Colonel East is destined to attack, any troops of the Peshwa, which may be found in the forts, should be secured as prisoners, until a representation shall have been made to the Peshwa, and His Highness's orders received on the occasion.

1815 *Baroda, 29th August, 1815 (1815, S. D. 291)*

James R. Carnac to Lieutenant-Colonel Carden.

*Ahmadabad
danger*

1. The intelligence which I have lately received of the augmentation of a force in the neighbourhood of Godhra, subject to the influence of Sitaram Raoji, the Diwan of the Government, at present under personal restraint at Baroda, and the accounts which arrive of new levies going forward at Ahmadabad, declared by general rumour to have in view a simultaneous movement in hostilities to this State, added to the important consideration that such a combination for this specific [purpose] being meditated by the parties above-mentioned, has been three times repeated by distinct channels from Poona, it now becomes my duty to apprise you of such proceedings and point out the line of conduct which the public interest will require you to pursue in the event of such consideration in the country.

3. It can hardly be a doubt that, if the troops near Godhra, amounting to 3,000 fighting men with guns, contemplate an enterprise in Gujarat, it will be directed against the seat of the Gaikwad Government. I should hope that with the force at this station any attempts of this nature will be repelled with the co-operation of the Gaikwad troops. It will be obvious, however, that our means will not allow of our embracing any exigencies resulting from the Peshwa's authority at Ahmadabad; and to this particular point I entertain an expectation of your successful assistance, whenever it may be called for by proceedings on the part of that Government, of the description to which I shall presently advert.

4. I have already stated that the Peshwa's sarsubah is said to be enlisting men at Ahmadabad. I am not aware that there is any ordinary cause for increasing his force; and I request that, as your immediate neighbourhood would facilitate the acquirement of the most correct intelligence, you will be pleased to employ persons at Ahmadabad and its vicinage to advise you of whatever may be going forward in that quarter.

5. In the event of the sarsubah or his agents moving towards Baroda with a force, which you may consider from your general information to exceed any call connected with the usual management of the provincial interest of the Peshwa, I beg to express my particular desire that you take immediate steps for obstructing his progress; first, by requiring him peaceably to retire to Ahmadabad or within the Peshwa's own districts and, in the event of his persisting in his advance in the direction of this city, or into the Gaikwad dominions,

or those of the Honourable Company, that you enforce your demands by coercive measures.

It is essential to notice, with a view of providing against the sarsubah using illusory arguments for moving his force, that the present is the season of all others that troops are not employed for revenue realisations, and when the inhabitants are peaceably engaged in cultivating their lands.

7. I shall hope to be favoured with any accounts you may receive from time to time; and however desirable it may be to dissuade the Peshwa's sarsubah from interfering in matters foreign to the concerns of his Government, there can be no question that the public interests in this province must authorise prompt measures, whenever the sarsubah moves with the force from the seat of his authority for any such unjustifiable purpose. In concluding permit me to suggest that you are watchful of the proceedings in Ahmadabad and apprise me in case of any assemblage of troops in that city or its garrisons.

Kaira, 31st August, 1815 (1815, S. D. 291)

1815

W. Carden to Captain James R. Carnac.

I have the honour to acknowledge the receipt of your letter of the 29th instant by express yesterday evening at 6 o'clock, and shall *Assistance promised* exert myself in every way that may be conducive to the public welfare. Having no native confidential person about me, I shall apply without loss of time to the Judge and Magistrate and also to the Deputy Collector to employ confidential people to send to Ahmadabad and its environs to watch the movements of the Peshwa's Diwan and to give any other intelligence that can be procured relative to the assemblage of troops, etc. If you could send me a few trusty men to be employed in the above-mentioned service, it might be productive of much good.

The force under my command at Kaira is at present very weak; a return of which I shall transmit to you in the course of to-morrow; and should it be necessary to march any troops from hence, the whole of the guards, which are [not] very numerous, will be obliged to stand fast.

I should imagine that at the present crisis a proportion of troops might be drawn from the army under Colonel East at least the detachment of H. M.'s 17th Dragoons, at present with him, and a small reinforcement might also be procured from Surat. However you must be the best judge how far this measure is attainable from you more accurate knowledge of the present state of the country.

If the Diwan is collecting troops at Ahmadabad, it strikes me that it might not be an imprudent measure to demand an explicit explanation from him, clearly stating his reasons for assembling such a force at this season of the year, when he has no revenue to collect or no enemy to contend with.

P. S. The Collector has just been here and has promised to send a confidential man to Ahmadabad, and I trust I shall soon be able

to give you some account of the disposition and proceedings of the people in that quarter.

1815 *Kaira, 3rd September, 1815 (1815 S. D. 291)*

W. Carden to James R. Carnac.

Beraks I have the honour to forward the substance of intelligence lately brought from Ahmadabad and to inform you that I have availed myself of the assistance of two horsemen Captain Robertson has tendered, and just dispatched them to Mahmudabad in search of the beraks said to have halted there, with the view of obtaining further accounts of the designs of this party.

I have ordered a party of Dragoons to be in readiness to move at the shortest notice; and should circumstances render it necessary, I shall order them to march early in the morning to intercept these beraks.

Substance of the intelligence.

Information There is in the city a complete berak of Arabs and fifty horse, who still say they have not hitherto been enlisted. The one berak that was without the city, 42 in number, has this day marched to Baroda. It is supposed they will halt at Mahmudabad.

1815 *Kaira, 4th September, 1815 (1815, S. D. 291)*

William Carden to Captain James R. Carnac.

No danger I do myself the honour to report that the horsemen, alluded to in my letter of yesterday evening, having been dispatched to Muhmadabad returned early this morning with intelligence that no berak had been there or in the neighbourhood during the day, but about 20 Pathans and Sindhis had halted there on the way from Ahmadabad to Baroda.

I have received other accounts direct from the city to the following purport that neither the Peshwa nor the Gaikwad have made any addition to the usual establishment, that the Gaikwad authority seemingly possesses the greater influence in the city, and that the Peshwa's manager conducts himself with deference to it, but that no dependence is to be placed in appearances.

The above is the purport of the latest accounts, but from the latter source I hope to obtain something more satisfactory, which I shall lose no time in making you acquainted with.

News *P. S.* The following information has just reached me, viz. that some armed people are enlisted at Ahmadabad on the part of Gaikwad authority, and that 30 Arabs were sent to Baroda this morning, who had been entertained. The Peshwa's agent was enlisting men.

1815 *Kaira, 5th September, 1815 (1815, S. D. 291)*

William Carden to Captain James R. Carnac.

Ahmadabad news I do myself the honour to forward the accompanying purport of intelligence which has just now been received from Ahmadabad; but all the accounts, which have hitherto reached me, are of so vague and contradictory a description that I leave you to judge, who have seen copies of the whole of them, how much reliance can be attached to them.

A body of 50 Arabs with a similar number of Sindhi horsemen came out of the gate this morning in order to proceed to Baroda; but it is not known whom they were sent from.

A report is circulated in the city that the present agent of the Peshwa's expects to leave the city for Poona in three or four days, and it is talked that his successor will shortly make his appearance.

Baroda, 18th September, 1816 (1816 P. D. 431)

1816

James R. Carnac to Francis Warden.

I request you will have the goodness to offer for the information of the Right Hon'ble the Governor-in-Council the enclosed copy and translation of a letter from Ahmadabad, stating disturbances in that city. *Unrest in Ahmadabad*

Captain Ballantine apprised me of the town being in a state of much agitation, but I have understood that friendly interference of that Gentleman prevented the Peshwa's sarsubah from pursuing indiscriminate punishment on the inhabitants.

I take this occasion also to notice that a body of Kathi horse from Kathiawar have lately plundered to the gates of Ahmadabad, and that the country in that quarter is altogether in a very disordered state from the excesses of the Mewasi tribes, some of which have resorted to plunder by the suggestions of men, who deserted from the service of the Peshwa's office.

Letter from Ahmadabad, dated 13th September.

Scandalous people are constantly about the place and improper actions are the consequence of their representations. A Bhat's wife in Shahpur was accused of some infamous practice, and men were immediately dispatched (at night) to his house. The Bhat performed traga in consequence, and killed both his wife and his son. The Bhats assembled in a body and took their station opposite the door of the backbiter and opposite the palace. There have been several instances in the town of oppression. Four soukars therefore went to make remonstrances at the palace, but they received indirect answers, and the commission of excesses increases. Therefore all the merchants and others assembled, and the day before yesterday sat opposite the palace gate. There were men of every caste assembled on this occasion; Brahmans, Bhats, Gosains, fakirs, merchants, etc. When we heard of these things, we deputed a karkun to the palace to effect some understanding immediately, but they protracted discussion to a great length, and nothing was effected. The Bhat demanded that, as he had been proceeded against without proof and on the simple statement of a slanderer, that person should be punished and expelled from the town, saying that, when this was done, he would rise and go away. The merchants demanded the same thing; but it was not done. This tumult had lasted a day and night, and all shops were shut up, when two known backbiters being discovered approaching they were pelted with brickbats, and one of them was stoned to death; and as it was the act of a mob, it would be hard to say who had the greatest hand in the murder. At length a karkun, sent by Captain *Unrest in Ahmadabad*

Ballantine, and a karkun, of ours exerted themselves much in endeavouring to pacify the mob and to quell the tumult. But they would not go, [*unless the one who*] slandered the Bhat, and who was then in the palace, should be sent through the town on an ass. This was afterwards done; and the moment he was out of the palace gate, he was saluted with stones and brickbats, and in 6 ghurras (about 2 hours) he was killed. Thus everything is topsy turvy, and the populace show no respect to persons. Had the palace people come to an understanding at first, matters would not have proceeded to this extremity. Several other backbiters have been placed in confinement, and several have run away, and on their houses is put the seal. When this was done, the mob were satisfied and dispersed; and to-day everything was quiet, and the shops again opened.

But this evening about 50 armed men came from the palace and carried off whatever they could find from the Manckchauk, beating those who opposed them; and the ryots now fly in all directions when they see any of the palace people. They have carried about 50 poor wretches, whom they caught, to the palace, and plundered the property of those who fled, and leaving their shops and stalls to the mercy of these myrmidons. There is consequently again a tumult throughout the town. We sent messages stating our opinion of the impropriety of such conduct in a sarkar. But they began arguing. Saheb's karkun went, and I dare say many will be set free again.

It is some strain on our Government (the Gaikwad) that these backbiters should have influence in the town, and the ryots look to us for redress. Captain Ballantine has written an account of all this to Captain Carnae.

P. S. Captain Ballantine's karkun is just come back, and the 50 ryots are set free, and the people a little quiet.

1815 *Baroda*, 21st October, 1815 (1815, S. D. 292)

James R. Carnae to Francis Warden.

Ahmadabad officers I have the honour to acknowledge the receipt of your letter dated the 13th instant and request you will inform the Right Hon'ble the Governor-in-Council that the last accounts, which I received from Ahmadabad, state that the Peshwa's sarsubah has engaged about 400 men in addition to his former troops, and that they had been posted in the bhaddar or inner fort for the protection of the sarsubah's person. It appears that, since the surrender of Trimbak Danglia, the sarsubah has been more attentive to his own security than to the affairs of his charge; and in the event of his attempting to rebel, the Gaikwad troops with some assistance from the British Government would crush it, I apprehend, without much difficulty.

I have requested Colonel Carden to continue his vigilance of the proceedings of the Peshwa's authorities in Ahmadabad.

1816 *Baroda*, 16th February, 1816 (1816 P. D. 428)

James R. Carnae to F. Warden.

Peshwa's officer amenable I have the honour to report for the information of the Right Hon'ble the Governor-in-Council that the new deputy-sarsubah (on the part of the Peshwa) of Ahmadabad has visited Baroda on his way.

to the seat of his authority. He represented to me that he had been ordered by His Highness to repair in the first instance to this place and to act in concert with the Company's and Gaikwad authorities for the advantage of Gujarat.

The professions of the deputy-sarsubah, who is called Nagopant Abba, have been proposed to His Highness [*Fatesing*] and myself; and from his caste he promises much better than his predecessor, who has left the country in much disorder.

The customary entertainments have passed with Nagopant Abba both in the Gaikwad Government and this Presidency, and he quitted Baroda yesterday intending at my suggestion to visit Kaira, where a meeting with the Judge and Magistrate may be useful to the public interests.

Bombay orders, 26th February.

Ordered that the Resident at Baroda be informed that the *Approval* Governor-in-Council fully approves of the marks of attention he has shown to the Peshwa's newly appointed deputy-sarsubah on his visiting Baroda on his way towards Ahmadabad, and relies that, so long as he adheres to the principles he has professed, Captain Carnac will act with cordiality with him in preserving the tranquillity of Gujarat so necessary to our general interest.

Ordered that a copy of the preceding letter as well as the reply to Captain Carnac be sent to the Resident at Poona, expressing the satisfaction which the Governor-in-Council has felt at the accommodating disposition evinced by the Peshwa's officer, and assuring him of the readiness with which the officers of this Government will co-operate with the sarsubah in the preservation of the tranquillity of the province of Gujarat.

Baroda, 11th October, 1816 (1816, S. & P. D. 297)

1816

James R. Carnac to F. Warden.

Although I am not aware under the existing system of government, *Koli* which now prevails in this province, that any effectual remedy can be *excesses* applied at present, I deem it nevertheless my duty to notice to the Right Hon'ble the Governor-in-Council that on the high roads in the vicinity of Ahmadabad the most serious excesses are committed by bodies of horses, assembled from Koli villages. The country appears to be reduced to the most deplorable state of insecurity, and travellers can only proceed by retaining numerous armed followers for their protection. Much property and many lives have lately been lost, while the indifference shown to these enormities promises additional distress to the peaceable inhabitants.

I am not able to induce the Peshwa's sarsubah to take any active measures, but the Gaikwad horse patrol within their own limits (which comparatively with those of the Peshwa are very confined about Ahmadabad) and succeeded the other day in attacking and seizing some Kolis lying in wait on the Kaira road.

Cause of excesses These excesses, it is obvious to every one, are consequent to the Peshwa's resumption of his authority and the principles on which His Highness delegates it to a mamlatdar; and unless the Poona State considers it worth while to stimulate its officers to activity, the effects of the present method of administration will not only prove detrimental to its own interests, but involve the prosperity of the whole province of Gujarat.

Remark in the Diary.

Steps taken In consequence of the information conveyed in the above letter, of various excesses having been committed by parties of Koli-horse in the vicinity of Ahmadabad, ordered that His Excellency the Commander-in-Chief be requested to direct a troop of His Majesty's 17th Dragoons to be placed under the Resident at Baroda for the purpose of putting a stop to these excesses and securing the tranquillity of the country, of which Captain Carnac is to be advised, and also the Resident at Poona.

No. 2 FINANCIAL NEGOTIATIONS

The documents are listed under the following headings:

Section A: First phase, prior to the Shastri's murder.

Section B: Gangadhar Shastri's murder.

Section C: Second phase of financial negotiations.

Section D: Third phase of financial negotiations.

Section A: FIRST PHASE, PRIOR TO THE SHASTRI'S MURDER.

The documents give an account of Peshwa's claims and of the Baroda counter claims. They explain why the negotiations failed. This failure was due to the greed of the Poona Ministers, the Peshwa's dilatory tactics and the Company's vacillating attitude.

DOCUMENTS.

Poona, 21st September, 1806 (1806, S. & P. D. 190)

1806

Barry Close to Jonathan Duncan.

For some time past this Darbar has shown much anxiety to have its claims on the Baroda Government investigated and adjusted. Whenever the Peshwa's Ministers pressed me on this subject, I invariably replied that the Hon'ble the Governor-General had called for statements of the differences subsisting between the Government of Poona and Hyderabad; and that, when a decision should be passed upon them, there might then be leisure to admit of the claims of the Poona State on that of Baroda being taken into consideration. Notwithstanding this suggestion on my part, Anandrao, the Peshwa's Minister, paid me a visit yesterday morning, and presented me with a memorandum on the above subject, of which I have the honour to enclose a copy with an English translation. I told the Minister that I really thought that the Hon'ble the Governor-General could not be prepared to investigate the subject of the memorandum until that of the differences with the Hyderabad Government should be adjusted; but that, being anxious to meet the wishes of His Highness the Peshwa on every occasion, I should do myself the pleasure of transmitting a copy of the memorandum to you, conceiving that much would be done to facilitate an adjustment hereafter, should you be pleased to direct the paper to be examined and replied to by the Gaikwad State; which would probably tend to determine what demands that State had against the Poona Government, and in the end lay open the subject in a way that might enable the Hon'ble the Governor-General to pass the decision required without much delay or trouble. Anandrao appeared to be satisfied with this proposal. He said that the Gaikwad Government might examine the memorandum and in replying to it *Poona's impatience*

exhibit any founded demands which it might have on the Poona Darbar, and that His Highness the Peshwa's Minister would be prepared to meet its statements.

Under these circumstances I would suggest, Hon'ble Sir, that the investigation should proceed; and that, when terminated, the whole of the papers connected with the subject should be transmitted to the Hon'ble the Governor-General.

A schedule of the annual sums due to the Poona State from the Gaikwad.

<i>Poona claims</i>	Balance of an account settled in the year 1798	Rs. 39,82,789
	On account of presents	Rs. 7,79,000
	On account of the troops (3000) not maintained	<u>6,75,000</u>
		Rs. 14,54,000

N. B. These sums have been accumulating for these ten years Rs. 1,45,40,000

Damaji Gaikwad conquered the country of the Babi upon condition of assuming half and delivering over the other [half] to the Peshwa; and that a karkun upon the part of the Government should settle this, and a memorandum be given in of the division; and that the places were to be given up in the year 1740, and whatever was due before this period, was to be remitted. This was determined on in the former agreement, but was never carried into effect. In the year 1771 you paid one lakh of Rupees, and the next year agreed to pay 25,000 Rupees, and promised, when Fatesing Gaikwad should come, that it should be executed. This was settled in the year 1765, but has never been carried into effect: and therefore a lakh of Rupees per year is due from you for these 37 years

Rs. 37,00,000

In the year 1794, the dignity of Senakhaskhel Samsher Bahadur was granted to Govindrao Gaikwad, besides lands, for which 56,38,001 Rupees were given. He died and the same honours and lands were granted to his son, for which he is to pay. The whole amounting to

Rs. 56,38,001
Rs. 2,78,60,790

In the year 1796 it was agreed that 3,000 horsemen should be furnished and, upon a requisition 4,000; and that one of the relations should remain at Court, and that the troops should at all periods be in readiness, and, if not necessary, that a sum of money should be given in lieu.

Ahmadabad is under two authorities, but the same arrangements continued as were concluded by Madhavrao; and if any deviation should have been admitted of, let it be abolished.

You agreed in the year 1792 to give the sarkar three of your best elephants and five horses, but it has not been done then; do not fail to do it now.

In the year 1792 you borrowed through our intervention the sum of one lakh of Rupees, and for which we are securities and agreed to pay the bills drawn upon you, but this has not been done. Therefore now do so and pay the interest.

You owe to Poona sarkar money for which the Government is security. Liquidate this debt.

You were also bound to present a lakh of Rupees worth of jewels, but this has not been done; do so now, and adhere to the engagements which were concluded in the time of Mahadhavrao.

You owe Ballaji Naik Bheru sarkar a sum of money, for which Government became security; liquidate this at the rate of one lakh of Rupees per annum. And so treat Malharrao and his family, as to prevent his complaints reaching Government.

In addition to the engagements concluded in the year 1792, this engagement was also made in which the sum of

Rs. 78,33,212

was admitted of; but only

„ 28,13,325

was paid; therefore there is still a balance of

Rs. 50,19,887

Let this be settled.

You have held the village of Romi in the pargana of Sanoli for these 13 years, which was worth 2,000 Rupees per annum

Rs. 26,000

Pay this money, and deliver up the village to the kamavisdar

Rs. 50,45,887

And whatever the village has been assessed, let the sums be returned.

Several of the papers having been destroyed or laid aside during the irruption of Holkar, accounts cannot be completely made out. But as the records are found, other items shall be inserted.

In the year 1796 bills were drawn upon you, let an account be furnished.

Poona, 3rd May, 1807 (1807 S. & P. D. 204)

1807

Barry Close to Francis Warden

I beg leave to intimate that His Highness the Peshwa.....[has] Request inquired with great solicitude whether the Government of Bombay had yet informed me of the progress made by the Gaikwad Government towards framing a reply to the list of claims on that Government by the Poona State, formerly forwarded in my address of the 21st September last.

*Orders issued by the Bombay Government to the Resident at Baroda.**Reply*

The secretary was directed to intimate [to Colonel Close] that with respect to the accounts between the two States, we hope the President at Baroda would shortly enable us to be more particular in our explanation regarding them; one main offset, to which the Gaikwad Government had always appeared to us to be entitled against any claims for arrears by the Peshwa, consisted in the Gaikwad share of the revenues of Broach; which having been alienated by the act of the Poona State so long ago as the period of Colonel Upton's treaty in 1776-7 for the general good of the Maratha Empire, the Gaikwad Principality had a just pretension to take credit for nearly the whole of the annual amount thereof with interest ever since, of the justice of which the present Peshwa was so sensible that he had signed to an assurance to let this claim be brought forward at the first general adjustment, as our President was informed by Raoba when he and that Minister were at Cambay in 1802; which counterclaim would probably cover all those that the Peshwa's Government might, since that last settlement of accounts, have to set forth, being estimated by the Gaikwad State at about 6 lakhs of Rupces per annum, though as to this last article nothing was meant to be here definitively affirmed, since the amount would be best ascertained by immediate reference to the accounts.

1817 *Baroda*, 23rd June, 1807 (1807, S. & P. D. 209)

Alexander Walker to the Hon'ble the Governor.

*Baroda
claims*

1. The Secretary's letter of September last [1806] with its enclosure from Col. Close has hitherto remained unanswered from a variety of causes, which, being already fully known to the Hon'ble the Governor-in-Council, it will not be necessary to explain.

2. The subject however has not been unattended to, and the original account of the Peshwa's claims upon this Government had been early delivered for the consideration of the Administration.

3. It is a subject upon which they entered with reluctance. The utter inability of the finances of the Gaikwad State to satisfy the Peshwa's demands renders them extremely averse to agitate the question; but this is not their only objection.

4. The accompanying paper with its translate is the answer, which, after repeated conferences with this Government, I have at length prevailed upon it to deliver.

5. It may be proper in this place to offer a few remarks upon the demands of the Peshwa's and the counterclaims of the Gaikwad Government.

6. The settlement, which took place at Poona during the reign of Govindrao through the medium of Raoji Appaji, the Gaikwad Diwan, may probably be considered in the light of a formal recognition of the right of the Peshwa for the peshkash and commutation of the contingent of troops, which form the two principal items of his demands.

7. In other respects the Gaikwad Government have not been inclined indisputably to admit the legality or good faith of the engagements by which the obligations were incurred.

8. Damaji Gaikwad consented to large sacrifices to obtain his liberation from a state of durance, into which he was thrown in breach of a solemn pledge.

9. Under such circumstances much sincerity could be not expected on either side, and the demand was more fictitious than real and [was] always compromised as best suited the interests of the parties at the period of settlement.

10. The instance of no less than 60 lakhs of Rupees being deducted from the last settlement under the comprehensive head of sut or remission, as well as the balance, permitted to lie over until the next period of adjustment, will fully exemplify the remark; and the Gaikwad Government expect a corresponding deduction under this head, as sanctioned by custom and usage in all cases of the kind.

11. While this deduction from the demands of the Peshwa is *Baroda* sanctioned by every authority, the Gaikwad claims are, from their very *claims* nature, exempted from the operation of sut. They are offsets for actual and *bona fide* alienations from the Gaikwad finances.

12. The claims of the Gaikwad State to a proportion of 6/10th *Broach* of the revenues of Broach will be fully illustrated by reference to the records at the Presidency.

13. By the treaty of the 16th of March, 1775, between the father of the present Peshwa and the Government of Bombay, the former engaged to procure from the Gaikwad a grant to the Hon'ble Company forever of their share in the revenues of the town and parganas of Broach, which Sayaji and Fatesing accordingly ceded by their treaty of the 18th of July following with the said Raghunath Bajirao, conveying by the same instrument several other territorial cessions to the English, *viz.*, the parganas of Chikhli and Koral and the Kasbah of Variav; but by the treaty between the Supreme Government and the Maratha State, negotiated by Col. Upton and concluded at Purandhar on the 1st of March, 1776, it was agreed to that every part of the Gujarat country, ceded to the Company by Raghunathrao or by Sayaji and Fatesing, should be conditionally restored; excepting only the Gaikwad share of the town and pargana of Broach, which the minor Peshwa's ministry made on that occasion a full and entire grant of to the English Company forever, as was afterwards confirmed by the treaty of Salbai in the year 1802; by virtue of which cessions the Company afterwards transferred to the late Mahadji Sindia this productive revenue; whence, as the State of the Gaikwad became thus permanently deprived thereof by the act of the paramount Maratha Government and for the general good of the Maratha Empire, it must follow that from the date of Col. Upton's treaty the Gaikwad State and Raja have a clear right to their proportion, being 6/10th of the rental of Broach, in deduction of whatever tribute may be claimable from them by that of Poona.

14. From the period of its cession to the English by the treaty of Baroda however no part of the revenues of this district has reverted to the possession of the Gaikwad, and this Government is also in possession of the engagement of the Peshwa promising to admit a deduction on this account.

Shelukar 15. Another offset of the Gaikwad Government arises from the expenses incurred in suppressing the rebellion and insurrection raised by Aha Shelukar, the Peshwa's amildar of Ahmadabad, and in restoring that valuable possession to this authority.

16. This service was performed in person by the Gaikwad Diwan, Raoji Appaji, with a considerable army levied for the purpose. The siege lasted the greater part of a year, and during the course of it much injury was sustained.

Baroda alarmed 17. If therefore the Gaikwad claims to the Broach revenues, to sut and to the Ahmadabad expenses are considered, they will be found to exceed the demands of the Peshwa by a considerable sum. But this circumstance does not tend to diminish the reluctance of the Gaikwad Government to agitate this subject at a period when its attention is so much occupied with domestic concerns.

18. Although the balance of this account may be now in their favour, yet it is the serious and rapid accumulation of the Peshwa's claims that excites such considerable alarm.

19. The Peshwa's claims are equal to one-third part of the present amount of the Gaikwad revenues, and under no circumstances of prosperity could this State be able to liquidate them.

20. It was a knowledge of this inability that rendered this Government so extremely adverse to admit the article into the definitive treaty, which provides for the adjustment of these demands under the arbitration of the British Government; nor do I suppose would it have consented to introduce this article unless under the most unlimited reliance on the moderation of the British Government, and that the impoverished finances of the Gaikwad would be fully taken into consideration.

Important factors 21. In submitting this reply of the Gaikwad to the demands of the Peshwa to the final arbitration of the British Government in India, there are a variety of considerations which the Ministers of the Gaikwad Government are desirous to urge in favour of their State as entitling it to the fullest and most lenient consideration of His Highness the Peshwa.

22. It is observed with very great accuracy and justice that, since the period when these contributions to the aid of the superior State were demanded from the Gaikwad, the constitution of the Maratha Empire has suffered a great and material change.

23. One consequence of the general change, which has taken place in the Maratha Empire, has been a corresponding alteration

in the relations which connected the different members of the confederation with the head of this Empire.

24. The Peshwa probably has not now either the same necessity or the same claim for the services of the Gaikwad contingent of troops.

25. Every engagement of this nature also necessarily supposes a counter condition of protection and assistance on the superior Power, which the Peshwa has long since ceased to afford; and in proportion as these sources of connection became less binding, the Gaikwad Government have been under the necessity of exerting their own means of defence and ultimately throwing themselves under the protection of a common Power.

26. This change of circumstances however in respect to the States of Baroda and Poona has not been detrimental to the interests of the Peshwa. So far as it relates to the political connections between them, it has on the contrary been evidently advantageous to him.

27. The extension and valuable interests, which His Highness possesses in Gujarat, have been preserved only by the conduct pursued by the Gaikwad Government; and the protection, which the latter have derived from their connection with the Company, has been equally extended to the interests of the Peshwa.

28. Were the Gaikwad Government literally to comply with the tenor of the engagements by which the Peshwa claims the assistance of a contingent of troops, the interests of both the Governments in this country would be exposed to continual danger, and in like manner would the commutation of money be attended with a similar effect by detracting from the means of affording that protection.

29. While therefore the Peshwa's interests in Gujarat are protected by the Gaikwad, His Highness probably receives from the latter Government the most beneficial advantages that could be derived from the Gaikwad contingent under any circumstances of that force being actually supplied.

30. The Gaikwad Government is equally bound with that of the Peshwa in obligations of defensive alliance with the British Government, and it is also under consequent engagement to furnish the assistance of its troops; in complying therefore with the condition of this defensive alliance they actually furnish a quota of troops to promote the general interests of His Highness, with the advantage of that assistance not being limited by numbers, but extending to the utmost efficiency of the Gaikwad army.

31. From these circumstances the Gaikwad Government are inclined to hope that under the arbitration of the British Government due consideration will be afforded to the benefit which His Highness the Peshwa has derived from their connection with the Company.

32. In arbitrating also upon this concern the British Government will probably advert to the degree of probability which existed of

the Peshwa's Government being able to recover any part of these demands, a result which the utter poverty of the Gaikwad Government rendered impossible for them to pay under any circumstances but by coercion.

33. Some light may also be thrown upon the exact state of the Gaikwad connection with the State of Poona by adverting to engagement of a similar nature which may exist between that State and other Maratha families.

34. Independently however of these considerations, there are others which entitle this Government to a considerable share of the Peshwa's favour. During the late disturbances in the Maratha Empire, when the Peshwa was driven from his Empire capital, the Gaikwad Government paid every attention that their means enabled them to afford both to his interests and his person; and his territories in general remained in perfect security, while every other part of his country was exposed to a rapine or invasion.

35. The benefits probably resulted from their alliance with the British Government, but it must also be admitted that the Gaikwad Government were not wanting in inclination, and they are certainly entitled to the merit of adding their means to those of the only ally, which was capable of restoring His Highness to the Maratha Empire.

36. These observations, which are respectfully submitted to the consideration of the Hon'ble the Governor-in-Council are however but secondary arguments to the real inability of the Gaikwad Government to satisfy the Peshwa demands in any degree or to alienate any portion of its resources to purposes foreign to its domestic demands.

37. This inability and utter incapacity of the Gaikwad Government to pay the large demands of the Peshwa is not a fiction invented for the purpose of evading an adjustment of the Peshwa's claims, it is on the contrary a melancholy truth, of which an intimate experience of six years in the affairs of the Gaikwad Government enables the Hon'ble Company to speak with confidence and precision.

Proposal 38. Under the circumstances of this demand it would probably facilitate an adjustment, were the British Government to leave these claims in the first instance at least to be negotiated and adjusted, as far as possible, by the Native Governments themselves through their own agents.

39. With this view the Gaikwad Government have it in contemplation to send a respectable agent to the Court of Poona.

40. The person they intend for this duty is the majmudar Madhavrao Tatya, who will discuss and arrange every preliminary point with the minister of the Peshwa.

41. If in the course of this negotiation any difficulties should ensue, they may be stated for the arbitration of the British Government, whose attention will not be in this case occupied with any points but such as may really involve some questions of difficulty and require their interposition finally to decide.

42. It is evident that the discussion cannot, without considerable delay and inconvenience, be managed at this remote distance by the means of correspondence, where every communication must pass through the medium of the Company's officers and under the disadvantages of a translation.

43. The many benefits therefore, which would result both in time and other respects, induce me to submit the expediency of this measure to your consideration.

44. Upon a full consideration of the circumstances stated in this letter, applicable to the relative claims of the Peshwa and Gaikwad, it appears that considerable advantages would result to the interests of both parties, could an ultimate accommodation of these fictitious claims be effected under the arbitration of the British Government.

45. The counterclaim, which the Gaikwad possesses on account of the revenues of Broach, must annihilate a very considerable proportion of the annual demands of the Peshwa; but the difference, which would remain, would be a fruitful source of source of uneasiness and uneasy discussion.

46. Its amount would even then be far beyond what the ability of the Gaikwad Government could enable it to discharge under any circumstances of prosperity; and there does not appear any advantage on the part of the Peshwa in retaining a nominal sum as an annual demand against the Gaikwad. Probably not a single instance can be produced of its being completely liquidated even in the most prosperous period of the Gaikwad, and it is evident that it must perpetuate dispute.

47. Both Governments are probably sensible that without the aid and intervention of the Hon'ble Company these demands would not be recovered from the Gaikwad, and on that account the one might be more willing to accede to that system of moderation which the other hopes for.

48. Previous to closing this letter it may be expedient to suggest to the Hon'ble the Governor-in-Council the consideration of a measure which appears capable of affording considerable benefit to our arrangements at Baroda.

49. This measure is to offer to His Highness the Peshwa the acceptance of a moderate nazranah upon receiving from him the *Walker's offer* khilat of investiture of senakhashel for Anandrao Gaikwad.

50. The real power of Anandrao would not be increased by the receipt of this khilat, nor can the want of it affect his right as a sovereign. It is a ceremony wholly unimportant as far as respects his hereditary pretensions.

51. There are however certain advantages which would attend this measure, which induce me to recommend it to your attention, and which would justify the Gaikwad Government in an outlay of a moderate sum of money.

52. The confirmation of Anandrao Gaikwad in the title of of senakhaskhel would have a useful effect in silencing every intrigue among the dispersed members of the Gaikwad family, and in the event of future communications deprive them of every open support from any Chieftain who maintained any appearance of decent respect to the Peshwa.

53. The operation of this investiture upon public opinion would also be productive of advantageous effect at Baroda, and our present proceedings would acquire a stability and validity, extremely useful to the permanency of the reforms now so nearly completed.

54. For these advantages however the Gaikwad Government could not expend more than one lakh of Rupees or thereabouts; but under the real poverty of this Government and their inability to do more this sum would probably not prove unacceptable to the Peshwa.

No. 1 Translation of a memorandum in answer to the one exhibited by His Highness Pant Pradhan Peshwa of certain pecuniary demands due from the Senakhaskhel Samsher Bahadur, 19th June, 1807:

*Baroda
claims*

Amount claimed by the Peshwa: Rs. 1,85,22,789. ¹

In liquidation of the amount here set forth the Gaikwad Government have counterclaims against the Peshwa on account of the Gaikwad share of the revenues of Broach 6/10, from the year 1834 until the year 1864, being 30 years, at 5,50,000 Rupees per year, Rupees 1,65,00,000.

In support of this claim the Gaikwad Government can produce a voucher, being a makhiasi and karar of the Peshwa, engaging to allow of a reduction to the amount.

Aba Shelukar, the subahdar of Ahmadabad, without a cause, levied a force and commenced unjust hostilities against the Gaikwad State, and became in consequence a rebel against the authority of the Peshwa.

In suppressing this rebellion accordingly the Gaikwad Government incurred a very considerable expense, and many sardars lost their lives. In the pensions and provisions for their families and the maintenance of an army for eight months, at 10 lakhs per month, Rupees 80,00,000.

Besides this, it is customary in settling accounts with the Peshwa to allow a considerable restriction under the denomination of sut or remission.

1. According to the Poona memorandum accompanying Barry Close's letter of 21st September 1806, the Peshwa's claim amounted to Rs. 2,78,60,790; of this total the Gaikwad, it would seem, admitted as due to the Peshwa Rs. 1,85,22,789 under two headings:

Balance of account settled in 1789:	--	--	Rs. 39,82,789
On account of presents and troops not maintained:	--	--	Rs. 1,45,40,000
			Rs. 1,85,22,789

37,00,000 Rupees is demanded on account of the acquisitions made by Damaji in the Babi country. These places are however pakka Mewasi or places extremely troublesome and turbulent, and the mahal mazkur and charges of collection exceed the jama. By the conquest of these countries by Damaji, however, the abadi or tranquillity, which the Peshwa's mahals received from that measure, should be taken into consideration; and to this should be added the debts contracted and the expenses made to carry that measure into effect; the burden of this still presses upon the Gaikwad State. Damaji was employed two years in making this conquest. It is necessary that the receipts and expenditure should be equally borne.

Rs. 56,38,000. When Govindrao paid this money to the Peshwa, it must be remarked that he was not in Baroda, and moreover the accumulated treasures of his family were great. On this account he consented to the payment of this money. At this time, however, owing to the wars occasioned by Malharrao, the Arabs, and Kanhoji Gaikwad and Shelukar, every resource has been exhausted, and the debts and encumbrances of the Gaikwad State have much exceeded the ability of its income to pay.

Independently of this, the hostility, carried on by Daulatrao Sindia and Yeswantrao Holkar against the interests of the Peshwa, placed the Gaikwad Government under the necessity of providing for the defence of Gujarat and its borders.

Notwithstanding these causes, yet Anandrao Gaikwad is willing to the utmost of his power to present to His Highness the Peshwa a small nazranah under the interference of the Company upon condition of his giving the khilat of investiture of Senakhaskhel Samsher Bahadur to Anandrao.

In respect to the troops, which it is said should remain at the Presence with one of the relations of the family, this has already been answered in the reply to the first paragraph.

When necessity required the services of the Gaikwad troops, they have ever been yielded, and will again be so whenever they can consistently with the tranquillity of Gujarat.

No innovations are made in the subah of Ahmadabad, the arrangements made by Madhavrao continue.

The elephants and horses required have according to the best ability of this sarkar been complied with in sending the same to His Highness when at Bassein in the year 1859.

In respect to the lakh of Rupees, those persons who brought the sarkar's varats had the same discharged by Govindrao according to the best of his ability.

The debts due to the Poona sarkar will become in a state of liquidation.

Babaji Naik Bhera has demands upon the Gaikwad State, part of which have been liquidated, as will the whole in due time.

It is required that the varat and payment made on account of a balance of Rs. 50,45,887 should be examined into; let this be done. The money has been paid, and the account settled, and the Gaikwad Government have had credit with the Peshwa Government for this transaction.

The late Fatesingrao Gaikwad bestowed the village of Romi on his wife Bhagubai. This transaction has long passed; it is not in possession of the Gaikwad Government, and it is a trifle and inconsiderable object beneath the attention of the Peshwa Government. From the Peshwa's mahals the Gaikwad Government have made no assignment.

In like manner as the records at Poona have been destroyed by the irruptions of the Holkar, have those in Gujarat suffered from the disturbances of Kanhoji and the Arabs; which prevents such satisfactory answers as might otherwise be given.

The above comprises the respectful reply of the Gaikwad sarkar to the yad of His Highness the Peshwa; but, as these matters are important and cannot be discussed at a distance by correspondence, it is intended by the Gaikwad Government to dispatch a respectable karbari to Poona at an early period for this purpose.

No. 2 Resolution of the Council 24th July, 1807.

Correction

1. In acknowledging the letter from Major Walker of the 23rd of June on the claims of the Peshwa against the Gaikwad Government, the Secretary is to advise the Resident that it appears that the officers of the Native Administration at Baroda have in their answer, which forms an accompaniment to the Major's letter, sunk fifty thousand Rupees per annum of the amount of the Gaikwad counter-claims, from the Peshwa's ministry having in 1776 transferred the Gaikwad's share of the revenues of Branch to the Hon'ble Company; which, as operating in thirty years a difference against themselves of fifteen lakhs of Rupees, the Government of this Presidency is, as the immediate well-wishers of the rights of that State, unwilling to forward to Poona their answer in its present form, until that correction be made, or a sufficient reason alleged for declining it. The Government of Bombay consider that the sum of six instead of five and half lakhs should be inserted, from finding the first mentioned aggregate to stand in the memorandum of this claim, of which the late Raoba exhibited a copy to our President when at Cambay in the year 1802, as having been presented by him (Raoba) to His Highness Bajirao, and on which the latter had affixed his signature and acquiescence.

2. It may further be proper to be entirely accurate as to the period of making this claim and, for this purpose, to fix from what date the cession of those revenues to the Company took place under the 4th article of the treaty of Purandhar. That treaty, negotiated by Col. Upton, is dated the 1st of March, 1776, or between one and two years earlier than appears to be claimed by the Gaikwad Administration; which, as inferring a difference of some lakhs, there seems no occasion to relinquish, especially in their preferment of their claim.

3. The apparent want of exactitude in this respect may be owing to the Gaikwad having previously ceded these revenues to the Company as the act of its own immediate Government by the 5th article of the treaty concluded at Baroda between Fatesing and Sayaji on the one part, and Raghunathrao on the other, under date the 18th of July, 1775; but, as the treaty of Purandhar must of course be construed to supersede that of Baroda, and the fourth article thereof having been continued in full force and effect by the 3rd article of the treaty of Salbai, bearing date the 17th May, 1782, it seems that in view to these premises the Gaikwad Government may claim credit for their 6/10th share of the Broach revenues from the commencement of the Mrigsal of 1776 A. D. corresponding with the month of June of that year, from which period of the year the revenue accounts begin to be reckoned in Gujarat.

4. It appears so very doubtful that any persuasion would induce His Highness the Peshwa to limit his claim to the larger sum he expects, as incident to the succession of Anandrao, within the small proportion of not one-fifteenth part thereof, as suggested by the Resident that, till this point can be adjusted, Anandrao must be content to remain as he is under the sufficient security of his birth-right, recognised also by the Peshwa himself in the treaty of Bassein.

5. Neither the Peshwa's claim nor the Gaikwad's answer are clear *Moot points* in respect to the lakh of Rupees, which follows the articles of the elephants. The Peshwa's Minister notices that His Highness had agreed to pay the bills drawn on the Gaikwad to this amount; adding however "but has not been done", which would imply that such bills had not been paid, in which case no claims could exist against the Gaikwad on that account. The meaning must however be that the Gaikwad has not redeemed the Peshwa's pledge and responsibility on the account by honouring His Highness consequent varat assignments to the like amount, to which objection the Gaikwad Government should have made a more distinct reply, for which the Resident must now again call upon them.

6. In the next article as to the debt to the Poona soukar or shroff the term sarkar or Government in the answer may be an error of the copyist. But still that answer is too indefinite to be satisfactory and requires to be amended. Perhaps however the item really referred to in the answer is meant to apply to the next following article in the list of claims "as to the lakh of Rupees of jewels", which the Gaikwad Raja is said to have promised to the Peshwa, in which the intermediate or preceding head "as to the soukar claim of debt," is passed altogether over.

7. However this may be (which the Resident will take care to render clear), it is moreover very desirable to know what is meant by the Peshwa's reference in this part of the list of claims to the engagements which were concluded in the time of Madhavrao; such as must, no doubt, be forthcoming among the archives of the Gaikwad State, and should be accordingly called for, and reported on by the

Resident with a view to show how far the same may be applicable to the present claims.

8. It does not appear, that the Gaikwad Government have sufficiently replied to the claim respecting the village of Romi.

Agent 9. It seems very advisable that the Gaikwad Government should pursue their intention of deputing as soon after the monsoon as possible a well-informed agent to proceed to Poona for the purpose of discussing the several counterclaims and bringing them, if possible, to an amicable conclusion; which agent ought to bring with him an amended memorandum of answers drawn up, after giving consideration to the preceding observation; and by taking Bombay in his way to Poona he will hence receive such conduct and assistance as the case may admit of.

Directions 10. The Resident should enter into the circumstances which (as adverted to in his 7th paragraph) may affect the fairness of the engagement therein adverted to; justice to the Gaikwad State requiring that nothing should be from delicacy, or ill-placed reserve concealed, which may weigh in its favour.

11. The Resident is to be desired to state more at large how he understands (as adverted to in his 19th paragraph) the Peshwa's annual claims to be equal to the one-third proportion of the Gaikwad's present revenue. In his letter of the 1st January 1806 these claims are as well as by the Peshwa's officers brought forward at 14,54,000 Rupees, whereas the Gaikwad revenue, however immediately enumerated, stands estimated, in the comparative view of it, accompanying his report of the 18th of June, to be equal to 60,66,663-1-0 Rupees per annum, exclusive of the cessions to the Company, and to be likely (as noticed in the memorandum to Sitaram accompanying his address to Government of the 1st of July) to yield within a few years of good management a net surplus income of at least twenty lakhs of Rupees, which would so far seem susceptible of ultimately covering the present expense of tribute to the Poona State, should it not be modified, in view to the several urgent arguments for such an accommodation, that are so appropriately adduced in the Resident's report now acknowledged, more especially as urged in its 22nd succeeding paragraph.

12. It must, however, rest with the Government General to consider and determine how far the alterations induced in the constitution of the Maratha State should lead to any and what amendments, pecuniary or otherwise, in the former relations between the Peshwa and the Gaikwad, in view to the grounds of expectations intimated in that respect in the Resident's 22nd 23rd, 24th 25th, and following paragraphs and [*in view*] to the ascertained reluctance with which the clause, as to the right of umpirage between them, became by the permanent treaty with the latter State vested in the British Government; who may not probably desire rigidly to insist on the letter of that stipulation, provided the parties can more easily adjust their own concerns to their respective satisfactions on the former principles and usages between them.

13. After this general expression of the Board's sentiments on the very important subject of the letter before them, and reserving their final remarks till they hear again from the Resident in reply, to the present dispatch, it remains for them only to advert to the following further details in the Peshwa's list of claims, concerning which it is recommended to the Resident to collect and report all the elucidation in his power.

14. The Peshwa's memorandum speaks of the division of the country of Gujarat with the Gaikwad, as having been fixed to have effect in 1740.

15. In a letter from the Bombay Governor to that of Bengal of the 22nd of April 1776 that division is spoken of as having actually taken place in the year 1769.

16. There seems some confusion in that part of the Peshwa's claim, which purports that what was actually paid and promised in the year 1771 and 1772, was settled in the year 1765. It would no doubt prove elucidatory of those allusions and tend otherwise to throw useful light on the general subject, if the Resident could furnish a well digested narrative of all the material transactions between the Gaikwad and Poona Governments, particularly in as far as relates to their pecuniary engagements.

Poona, 6th May, 1808 (1808, S. & P. D. 232)

1808

Barry Close to Lord Minto.

The Poona Minister then proceeded to read the paper, the principal object of which proved to be to procure an adjustment of the claims of the Poona State on the Gaikwad Government, on which subject a paper had been formally delivered by the Poona Darbar to the British Resident and by him submitted to the Government of Bombay. In the 1st article the memorandum dwelt much on the nature of the Poona claims on the Gaikwad Government, none of which were affected by the treaty of Bassein; [it] particularised that, notwithstanding so many years had passed since the accession of the present Raja of Baroda to the gadi, he had failed to present the nazar due from him on such an occasion, previous to his obtaining from the Peshwa the khilat of confirmation; and [it] further stated that the Gaikwad Government, though bound to furnish 3,000 horses for constant service at Poona, or make good to the Poona Government a sum equal to the expense of maintaining such cavalry, had yet entirely failed to acquit itself of this obligation since the accession of the present Raja.

In regard to the object of the 2nd article, I observed that the statement, which I had received from His Highness's Ministers, setting forth the claims of the Poona State on that of Baroda, I immediately [wrote] to the Government of Bombay, and that it appeared to me that the Hon'ble the Governor of that Presidency was as desirous that the investigation should commence, as His Highness's Darbar could be. That with a view to forward the object as much as possible, it had occurred to him that a respectable native might be deputed to the Poona Darbar to conduct the inquiry in concert

with His Highness's servants and negotiate an adjustment under the sanction of the British Government. That the Hon'ble the Governor had lately signified his wishes on this subject to the British Resident at Baroda; and that I conceived it very probable that under this mode of process the investigation would soon be directed to proceed. The Minister appeared to be satisfied with this information and only repeated that the negotiation ought to commence without further delay.

1808 *Baroda, 2nd August, 1808 (1808 S. & P. D. 258)*

Alexander Walker to Jonathan Duncan.

*Reply to
Bombay
queries
of 24th July*

1. I have now the honour to reply to the Secretary's letters, relative to the claims of the Peshwa on the State of the Gaikwad, a subject, on which I should have had the honour of reporting at an earlier period, had not my absence in Kathiawar prevented my communicating direct with this Administration.

2. In submitting to your consideration the accompanying reply of the Gaikwad Government to the claims of the Peshwa (as brought forward in Col. Close's address to the Hon'ble the Governor in Council of the 21st September, 1806), amended according to the suggestion of the letter now under reply, it may be necessary to accompany it with a few remarks on the memorandum of the Gaikwad Government, which I had the honour to forward in my letter of the 23rd June, 1807.

3. In stating the Gaikwad share of the revenue of Broach at 5,50,000 Rupees this Government did not advert to the settlement which Raoba made at Poona, but the Gaikwad Administration have now amended the answer as suggested.

4. According also to the suggestions contained in the 2nd paragraph this have Government antedated their claims for the revenue of Broach from the commencement of the revenue year of account 1833. Samvat, corresponding with the year A. D. 1776. The suppression of the period between this date and that contained in the former answer was owing to the cause which the 2nd paragraph of the Secretary's letter supposes. From the want of copies of the treaties, so aptly quoted in the present case, the Gaikwad Government were unable to fix upon the precise date, which they are now enabled to do.

5. The subject of the 4th para will be hereafter resumed, but in respect to the lakh of Rupees noticed in the 5th, this sum as well as the subsequent claims are of that nature, which appear always to be brought forward and never determined. Numerous instances of this occur in almost every transaction between native Governments, and claims are still kept alive by these means, when the circumstances, which gave rise to them, have ceased to exist, and the claims themselves have become obsolete.

6. The history of the lakh of Rupees adverted to is briefly this. On the death of Fatesing, Govindrao was made use of by the Poona Darbar as an instrument to work on the apprehension of Manajirao, and to quicken the payment of the nazranah, which the Peshwa expected previous to his investiture with the khilat and title of Senakhaskhel.

7. When the nazranah was paid, in order to pacify Govindrao, whose daughter (now married to Shadashiv Deshmukh) was then ready for marriage, a lakh of Rupees was provided on the security of the Peshwa.

8. The persons who furnished this money were Mahadavrao Trimbak, Ramchandra Naik Puranspai, Dada Guzrai, and Naruba Naik, bankers, in equal proportions.

9. The agents of these people came with Govindrao to Baroda, and the demands of Dada Guzrai were paid in full, and the other persons also received about one half or two-thirds of their claims.

10. Although this partial adjustment by Govindrao would seem to argue in favour of these claims, yet this Administration observe that this advance to Govindrao ought to have been defrayed by the Peshwa out of the large nazranah he received from Manaji.

11. The circumstance of permitting this small sum to lie over for future adjustment, when the last settlement, including such large sums, was made, sufficiently indicates the nature of the expectations of the Court of Poona in this respect.

12. A general remark on the nature of almost all the soukari or pecuniary demands in Maratha Governments may in this place be made. The shroffs of India are fully aware of the terms and responsibility on which they lend their money, and are prepared for a nominal loss in the first instance. *Sut, bij, manaji, puthdari, dustur* and *wuttaw* are terms which they well understand, and by the dextrous application of which to their pecuniary transactions they take tolerable good care to indemnify themselves against loss, while their claims as creditors generally ensure them the gratification and enjoyment of many offices which they otherwise would not receive.

13. The debts to the Poona soukars, (the word *sarkar* in the former answer being as supposed an error in the copyist) were debts contracted by Damaji Gaikwad during his confinement. In that state no one would dare to lend him money but with the Peshwa's concurrence.

14. The transaction is too old to obtain any decided information on the subject; but the sons of two of the claimants, who came to Baroda to pursue their demands, are at this day in the enjoyment of *asamis* or pensions, originally assigned them as a subsistence, while they were waiting in expectation of an adjustment.

15. This also is one of those indefinite demands described in the preceding paragraphs, and which has become obsolete. No person more than the Peshwa himself probably has more cause to resist the principle of these obsolete demands being revived.

16. Of a similar description is the claim for one lakh of Rupees worth of jewelry, which does not appear to be founded on any grounds; some promise of this description might at a remote period have been made by some of the Gaikwads to the Peshwa's ancestors; and admitting the claim to this gratification, the presents made by Raoba at Poona and those which will be presented on the adjustment of these accounts, may be placed as a fair set—off and abrogate this article of the demand.

17. The destruction of all the documents of Fatesing's administration in the various conflicts for authority, which have taken place in Baroda, effectually prevents me from replying so satisfactorily as I could wish to the inquiry respecting the tenor of the engagements which were concluded in the time of Mahadavrao Ballar.

18. I cannot ascertain, however, that they related to anything respecting the pecuniary claims of the Peshwa on this Government. I am assured that they did not, and that their general tenor was merely some mutual arrangements relative to fiscal and judicial duties, within each other's territories.

19. The village of Romi is a subject which does not affect the Gaikwad Government or family further than its proprietor, Bhagubai Gaikwad, being a widow of Fatesing.

20. I find on further inquiry that this village was an *inam* to this lady on her marriage, given by her father Mahadavrao Bande, the son of the celebrated Kantaji Bande, the servant of Dabadhe and conqjutor of Pilaji in his conquests.

21. The village was given according to the eastern custom to furnish her with an article of female dress, called *cholies*. It has been in her possession 40 years; and to deprive this lady of a village, which has been confirmed to her by so long a possession, would be extremely discreditable in His Highness the Peshwa. The Gaikwad Government have, therefore, passed it over as an object unworthy of His Highness's attention.

22. The original amended memorandum of the Gaikwad reply, of which a copy and translate is enclosed in this letter, will be delivered to the agent, who will proceed to Poona to negotiate a conclusion of these accounts, and who will also take Bombay in his way.

23. In the sequel of this letter I shall endeavour to avail myself of the suggestion contained in the 10th paragraph of Mr. Warden's letter of the 24th July, 1807.

24. When in the 19th para. of my letter of the 23rd June, I stated the annual demands of the Peshwa to be equal to 1/3 part of the Gaikwad present revenue, I adverted to that portion of the revenue unincumbered; for it must be recollected that some years must yet elapse, before the large amount of Rs. 17,55,000 assigned for payment of loans can be considered as an available part of the Gaikwad income. Exclusive of this sum, the disposable income is 43,11,663.1, which is something less than three times the amount of the Peshwa's annual claims.

25. Adverting to the 14th para. of your letter, it may be necessary to observe that the era 1740 is an error in the English transcript of the Peshwa's memorandum. In the original the year is Sun Subeen or 1170 [A. D. 1769] and this does not allude to the division of Gujarat in general, but to the division of the subsequent conquests of Damaji Gaikwad of the possession of the Babi family, to which I shall hereafter advert.

26. The confusion complained of in the 16th para. also arises from similar mistakes in the translation of the same document. The era used in all these dates is that of the Sur Sun, otherwise Kootub Shahi, and in which the Arabic numerals are used. The year 1771 should be 1172 [A. D. 1771] and the year 1165 should be 1173 [A. D. 1772]; with which remarks as generally conducive to accuracy I shall proceed to such further general observations as the last paragraph of the letter now replied to requires.

27. The Hon'ble the Governor-in-Council is already aware that Pilaji Gaikwad was the founder of the present fortunes of the reigning family in Gajarat. *Survey of Poona demands*

28. This person was originally in the inferior situation of a japus in the service of a sardar called Khanderao Dabhade, the senapati of the Maratha Empire.

29. The hardy and enterprising disposition of Pilaji soon induced him to seek an improvement in his fortunes; and rendering himself conspicuous by his attention to some horses which were placed under his management, he ultimately obtained the command of a paga from the senapati.

30. It was about this period that the incursions of the Marathas commenced into the Surat athavisi, in which service Pilaji was directed to co-operate with two other sardars, named Bande (Kuntha or Candaji) (Khandoji?) [Kantaji] and Pawar.

31. His superior activity however soon raised him above his competitors, and it was rewarded with an increase to his paga establishment and the grant of Songarh, at which place he either built or repaired the forts.

32. It is unnecessary to follow Pilaji through his several incursions into Gujarat, which were almost annually repeated and gradually extended with success, but for this he was as much indebted to the contest then existing between Rustum Ali Khan and Hamid Khan for the subahdari of Ahmadabad as to his own exploits.

33. It happened about the year 1724 A. D. that Rustum Ali Khan, having entered into a treaty with Pilaji, returned with this Chieftain towards Ahmadabad. They had crossed the Mahi, when they were opposed by the army of Hamid Khan. During the night the emissaries of Hamid Khan separated Pilaji from his connection with Rustum Ali Khan, who, after several days' successive action, at length fell in the battle.

34. By the death of this brave defender of the Mogul Power, which now began to totter to its ruin, Pilaji was enabled to establish himself in all the districts to the south of the Mahi.

35. Although Pilaji appears to have been the principal in these contests, yet it would also seem that he was still acting as the servant of the senapati, Trimbakrao Dabhade, who was at this period in his camp, and who, in consequence of refusing a passage to Bajirao Ballal and Chimnaji Appa, lost his life in an action which ensued at Dabhoi in the year Samvat 1786/7 or 1729/30 A. D.

36. Pilaji Gaikwad not only maintained his possessions, but extended his excursions across the Mahi, and ravaged the northern parts of the province and levied contributions in Kathiawar; and the Raja of Jodhpur, Abhai Singh, who at that time held the office of subahdar, finding himself unable to act with success against Pilaji in the open field, basely caused him to be assassinated; which event took place at Dakor. Pilaji was carried to Savli, where his remains were consumed. This catastrophe occasioned the retreat of Damaji (who although only 16 years of age succeeded to his father's command) and the evacuation of Baroda, but the further success of the Raja was stopped by Damaji's resistance in Dabhoi.

37. Umabai, the widow of Khanderao Dabhade, a woman of spirit and enterprise, still continued to carry on the depredations of the Marathas by Damaji's means, but she ultimately retired to the Deccan where she died, and her descendants to prevail against the Peshwa's enmity sought safety with the Nizam.

38. The enmity, which prevailed between the Peshwa and the family of Dabhade (Khanderao Dabhade having been killed in action with Bajirao Ballal), the destruction of the power and influence of this family became an object of considerable desire, and the Peshwa endeavoured accordingly to interest Damaji in his views.

39. In the meanwhile the differences between Tarabai, the widow of the Shahu Raja, and the Peshwa ensued; and Damaji supporting the cause of the lady, he advanced to her assistance at the head of a considerable force.

40. Balaji Bajirao, otherwise called Nanasaheb, was at this time Peshwa and employed in prosecuting hostilities against the Nizam, Salabat Jang; but he detached a considerable force to oppose Damaji, which the latter defeated in Khandesh, captured the jaripatka, and advanced into the Deccan.

41. When the Nanasaheb heard this, he immediately quitted the Nizam's country and encamped near Damaji. Several actions ensued without any impression being made on Damaji,¹ and at length a peace was concluded between them through the means of Appajirao Jadhav. This person was guarantee of the engagement, and the Peshwa ratified his sincerity by the ceremony of belbhandar.

42. The peace was followed by an interview between the parties, and every appearance of cordiality was exhibited. Damaji was thereby lulled into a security, in the midst of which his army was surprised, and himself taken prisoner and confined in the fortress of Logarh.

43. During the period of his confinement, which lasted between two and three years, the Peshwa endeavoured, but in vain, to obtain possession of Gujarat; Balaji Yamaji resisting and defeating the attempts of Visaji Kisen, the subahdar of Bassein.

44. The Diwan of Damaji also, by name Ramchandra Yasvant, managed to escape in disguise from Logarh; and uniting the dispersed

¹ This does not seem to be exact; Damaji had decidedly the worst of it, when he tried to come to terms with Balaji Bajirao. See Gaikwads of Baroda, Vol. 1. p. 81.

bodies of Damaji's troops, and eluding every attempt to seize his person, he joined them at Songarh.

45. While however the partisans of Damaji were making these exertions in his favour, he entered into a negotiation with the Peshwa; the result of which was an agreement, in which Damaji engaged to cede one half of Gujarat to the Peshwa, provided he was acknowledged as the sovereign, and received the title of senakhaskhel.

46. It appears also from concurring testimony that Damaji consented to the payment of a peshkash of 7,79,000 Rupees per annum and the maintenance of a contingent of 3,000 troops.

47. While, however, Damaji remained in confinement, his managers in Gujarat refused obedience to his orders; in consequence of which he was himself under the necessity of accompanying Raghunathrao to Gujarat, and upon delivering over the fort of Dabhoi, he was released; this transaction took place in the year Samvat 1800 (1752/3 A. D.)

48. The two armies then proceeded to Ahmadabad, which was surrendered to them towards the latter end of the same year by Javan Mard Khan Babi (otherwise called Kamal-ud-din Khan, and ostensibly naib of Fakir-ud-daula) towards the latter part of the same year.

49. To pursue the outline of the Gaikwad history, it would appear that Damaji Gaikwad attended the Peshwa on several subsequent occasion.

50. He at one time accompanied him to Tandulja; he was also present and severely wounded at the battle of Panipat, and after the defeat of the Maratha army he returned to Baroda.

51. In the following year he again went to Poona, and was present at the action between Raghunath and Madhavrao at the Gour river, after which he accompanied Raghunath to Satara, where he received the khilat of senakhaskhel from Rama Raja, the acknowledged sovereign of the Maratha States.

52. Damaji subsequently accompanied Raghunath to Meritch [Miraj], and upon their return to Poona a new arrangement took place.

53. On this occasion it was settled that the Peshwa should draw varats on the Gaikwad for 5 lakhs of Rupees annually only, that he should relinquish his demand for 4 lakhs of Rupees annually payable by Damaji, on account of Dabhade's debts, to the Poona State, as also give up to Damaji the Peshwa's share of the Panch Mahals in the athavisi.

54. Damaji was also left at liberty to reduce the districts which remained in the possession of the Babi family; the Peshwa resigning all claims to participation in the conquest. For this a regular sanad was granted by the Peshwa. In consequence of the services of Sakharam Bapu on this occasion, he received a jagir of one lakh of Rupees.

55. In consequence of these arrangements Damaji reduced the fortresses and districts of Patan, Kaira, Vadnagar, Visangar, Kheralu, and Vijapur.

56. In the meanwhile Madhavrao Ballal having gained the ascendancy over Raghunath by the victory at Dhodap, he demanded from Govindrao Gaikwad, who was then residing at Poona on behalf of Damaji, the payment of two crores of Rupees, which after much discussion was reduced to 39 lakhs; and it was also agreed that the peshkash should be at its former rate of 7,79,000 Rupees per annum, and the service of 3,000 troops. With these terms Govindrao was preparing to proceed to his father, Damaji, when he heard of his death, which took place at Patan.

57. In consequence of this intelligence Govindrao was detained, and new demands were made by the Peshwa; but after some discussion the above terms were assented to by Govindrao, who received permission to beat the choghadiyan, and was also presented with an elephant. At this period Govindrao demanded the title of senakhashkel, and after considerable difficulty this was agreed to, on the condition of a nazranah of 21 lakhs of Rupees, for which, with the preceding 39 lakhs, Govindrao gave security for its discharge in 3 instalments in 3 years.

58. It will be proper in this place to remark that the real and undisputed heir of all Damaji's fortunes was his eldest son, Sayaji, whose incapacity and inebility rendered him unfit to conduct the affairs of Government.

59. The birth of Govindrao and of Fatesing happened so nearly together that the priority is disputed. While, however, the preceding events were transacting at Poona, Fatesing Gaikwad had availed himself of his presence in Gujarat, at the time of Damaji's death, to obtain possession of the country, and had fully established himself; but willing to receive the authority and sanction of the Government of Poona, he attempted to negotiate through his wakil, Balaji Yamaji, and ultimately repair in person to Poona.

60. In the discussions which ensued, it was finally determined that the eldest born, Sayaji, should be the sovereign of the country, with the title of Samsher Bahadur; but Govindrao in consequence of being the son of the senior wife of Damaji, and possessing a paper in his favour executed before his death of Damaji, should be invested with the title of senakhashkel.

61. In consequence of this arrangement Fatesing satisfied the security of Govindrao, who had already made good two of the instalments of the above 60 lakhs; and raising money by drafts on the athavisi ruzd and on his private funds and by loan, he discharged the remaining one-third instalment; and henceforward continued in the government of the country as regent or Diwan of his brother.

62. Upon the death of Madhavrao Ballal and Narayanrao Ballal and the consequent succession of Raghunath, Govindrao and Fatesing Gaikwads sided with the opposite contending parties which then arose in the Maratha Empire.

63. Govindrao, supported by Raghunath, departed with an army from Bidar to Gujarat, and succeeded in reducing to obedience the districts south of the Narbada.

64. Fatesing on the other hand was supported by the Barabhais, from whom he received assistance, and advanced to the Narbada to oppose Govindrao. After an ineffectual attempt had been made by Khanderao Gaikwad of Kadi to reconcile them, an action ensued, in which Fatesing was defeated and under the necessity of retreating to Baroda.

65. It is unnecessary to follow the history of the events which subsequently occurred until the general peace, which restored tranquillity to the Maratha Empire, as they have but little relation with the pecuniary transactions between the Gaikwad and Poona States.¹

67. After these differences were composed however, Fatesing sent Antaji Nagesh to Poona, who, on the promise of a nazranah of 10 lakhs of Rupees, obtained the title of senakhaskhel for Fatesing. The money not being paid, the affair was kept secret, but through the agency of Balaji Yamaji this sum was again reduced to five lakhs, and all the Peshwa's demands in arrear on the Gaikwad relinquished.

68. The preceding narrative, Hon'ble Sir, has been obtained after some difficulty and many inquiries. I submit it to your consideration with much diffidence, as the want of records obliges me to have recourse to verbal relations of men, who may be neither impartial nor well-informed; but every endeavour has been made to obtain the best intelligence procurable.

69. It will afford however an outline that may prove a ground for tracing such further facts as may be useful or required in the adjustment of the subject of the present correspondence.

70. Upon a consideration of the subject according to the information before me, I am induced to draw a few general conclusions, the accuracy of which will not perhaps be much affected by any subsequent information which the discussion may produce.

71. It will be observed that it is only 55 years since any engagements or connection was formed with the Peshwa, affecting in any degree the independence of the Gaikwad State.

72. The fact of Damaji's clandestine seizure and imprisonment, in defiance of public faith, is asserted from too many quarters, and even by Damaji's contemporaries, to be controverted; and the Gaikwads have not failed to exert every means in their power to prevent their transactions with the Poona State, acquiring the confirmation of custom or precedent.

73. The remembrance of the breach of faith on the part of the Peshwa, I am credibly informed, is still perpetuated in the Gaikwad family by saluting the Peshwa with the left hand when they enter his presence.

74. In consequence of the notice of the origin of the connection between the two States it would appear from the preceding narrative that their respective engagements have always varied with circumstances, and that, excepting the actual delivery of one half of the

¹ There is no paragraph 66 in the Diary, perhaps a mere mistake of paragraph-numbering on the part of the copyist.

conquest in Gujarat by Damaji, which was a necessary measure to procure his enlargement from confinement, the performance of his other stipulations with the Peshwa, have been guided by temporary circumstances and interests.

75. Nor have these stipulations always remained the same. They were considerably modified by Raghunath Bajirao, and it was only a consequence of Damaji's attachment to the cause of this person that occasioned Madhavrao Ballal to take advantage of the presence of Govindrao at Poona to extort from him the conditions which are alluded to in the 57th paragraph. It will therefore remain with His Highness the Peshwa to judge how far these claims, imposed on the Gaikwad for his attachment to the cause of his father, can be maintained in consistence with his feelings.

76. Whenever any temporary adjustment has taken place, it has always ended in the payment of a very small portion of the demand and a remission of the greatest part of the remainder. The demand is in fact a mere nominal one, and I believe no instance whatever can be produced of its complete liquidation.

77. The nazranah also, which is demanded, is an article which will admit of much dispute.

78. The person, by whom the title of senakhaskhel was originally conferred on Damaji, was the Raja Ramaraja, the acknowledged sovereign of the Peshwa himself as well as of the whole Maratha Empire. At the period when this transaction took place, the Satara Rajas were not mere nominal sovereigns, but enjoyed efficient power. This was at least the case during a very considerable part of both Pilaji's and Damaji's life; and the assumption of authority by the Peshwa at that period was too recent to affect the Gaikwad.

79. From this circumstance the Gaikwad's claims an equality with the Peshwa, as the co-servant of the same sovereign, and in consequence possesses a higher rank in respect to title than the Sindias, Holkars and Pawars, who are the servants of the Peshwa himself.

80. The nazranah therefore has varied extremely according as the Gaikwads have found it their interest to propitiate the ruling Peshwa.

81. We find Govindrao agreeing for 21 lakhs, Fatesing actually settled for five. Manaji, fearful of being displaced by Govindrao supported by the power of the Peshwa, agreed for 70 lakhs. In the settlement made by Raoba upwards of 56 lakhs is stated for a combined object; but Govindrao was under the necessity of making large sacrifices to be permitted to leave Poona and for the assistance of troops that were afforded him.

82. The nazranahs however were not always for the mere gratification of the Peshwa or for the empty formality of receiving a khilat. They almost all had a further object, to obtain the support of the power of the Peshwa or to deprecate its exercise. The former was twice the case of Govindrao; and the latter of Manaji and of Fatesing, when the latter made good the engagements which Govindrao had contracted.

83. The smallness of the sum paid by Fatesing was a natural consequence of the independence of his situation. He found himself fully established in the country, and the empty title of senakhaskhel could add but little to his power or authority, although the sacrifice of a small sum might be advantageously made to preserve a friendly correspondence with the State of Poona.

84. While, however, I submit these remarks, which will no doubt receive from the justice of the British Government every attention that they may be found to merit in the decision of the important question at issue between the Poona and Gaikwad States, I also beg leave respectfully to advert to the observations, which are contained so fully in detail in my letter of the 23rd June, 1807, that a repetition in this place would be tedious and unnecessary.

85. The important changes effected within these few years in the political relations of the Maratha Empire, which have also caused so great an alteration in the relative situations of the Peshwa and Gaikwad, will of course receive every attention, but I cannot refrain from a brief allusion to their purport.

86. Until the general peace in the Maratha Empire the Gaikwad Government continued to perform its military duties to the superior State with punctuality.

87. Since that period there has been less occasion for them, but of late years the interests of the Peshwa have received from the Gaikwad a far superior degree of support and assistance than could be derived from the actual presence of 3,000 troops at Poona, while the connections they have formed with the Hon'ble Company have united the Gaikwad State in a bond of mutual alliance with that of the Peshwa, to the objects of which the whole efficiency of the State is applicable.

88. The subsidiary treaty, which the course of events has obliged the Gaikwad Government to contract with the Hon'ble Company, has also put them under the necessity of alienating a portion of their resources, equal to the annual demand of the Peshwa; but these troops are from the very nature of the engagements between the States employed in the general defence of the Peshwa's interest and yield more important and efficient services to the Poona State than ever could be expected from the Gaikwad contingent.

89. Nor should the arguments in favour of the Gaikwad side of the question be omitted, which arise from their numerous embarrassances, the embarrassed state of their finances and their utter inability to comply, even under the anticipation of the most favourable prospects resulting from economy, with the exorbitant claims of the Poona State.

90. The surplus revenue which under the economical arrangements now effected in their finances, as stated in my letter of the 18th June, 1807, as likely to arise, is yet remote. When these prospects are realised, some extension of indulgence will be expected in return for the rigid system of economy, which necessity has now compelled them to adopt. Their present establishments are now limited to their

means, it may then be proper and prudent to extend them to a degree of efficiency more consistent with the dignity and rank of the Government.

91. Previous to the conclusion of this letter, it will be proper to advert to the manifest advantage and policy of embracing the opportunity, afforded by this discussion, of endeavouring to obtain the concurrence of His Highness the Peshwa to the extension of the farm of Ahmadabad to the Government of the Gaikwad.

92. Few objects probably are of more importance to the interests of the Hon'ble Company than this arrangement, either generally or locally, while it is almost equally necessary for the Gaikwad's and Peshwa's interests.

93. It is the benefit resulting from the consolidation of authority and the exclusion of rival interference that renders the continuation of the farm to the Gaikwad Government an object of consideration to the general interests of Gujarat.

94. The Gaikwad Government have scarcely yet recovered from the shock it received from the disturbances raised by Aba Shelukar, which were quelled with so much blood, trouble and expense.

95. The extensive power or rather the uncontrolled authority exercised by the officer, who may be deputed to govern these distant and valuable possessions, must render the presence of a foreign amildar in Ahmadabad an object of peculiar anxiety both to the Gaikwad's and the Hon'ble Company's interests in Gujarat.

96. Ahmadabad itself a joint possession, there must be a continual conflict of authority, while the intersected state of the subordinate districts of the Peshwa's division with those of the Hon'ble Company's Government and of the Gaikwad must prove a frightful source of dispute.

97. Probably few causes have tended more to interrupt the progress and acquirement of the habits of order and subordination amongst those tribes in Gujarat, denominated Mewasis, than the division of authority.

98. Should the farm of Ahmadabad not be continued to the Gaikwad, those arrangements which have recently been effected in Kathiawar will become wholly nugatory; and all the advantages, which are expected to result from an ameliorated system of government and management for that peninsula, will be lost to Gujarat.

99. Entrusted as Ahmadabad must be to the government of a temporary and interested amildar, whose object is to derive the utmost possible advantage to himself during the period of his management, at the probable expense of the future welfare of the country, little good can ever be expected to ensue; but, if to an acknowledged abuse of this nature, is added the well known inefficiency of their means to enforce the objects of good government, the greatest irregularity must be naturally expected.

100. The troops, which would be at the disposal of the amildar of Ahmadabad, would not be any part of the regular military

establishment of the Poona State, but a band of mercenary adventurers, hired on the spur of the occasion and dismissed to idleness and dissipation when their services are no longer required.

101. Such would be the people whose services would be absolutely required to realise the Peshwa's dues from Kathiawar. Under such circumstances the benevolent views of the Hon'ble Company endeavouring to abolish forever the ruinous practice of mulukgiri would be defeated; and that unhappy country would be again exposed to the same anarchy, disorder and devastation, from which under the mediation of the Hon'ble Company it has been so lately relieved.

102. While the entire government of Gujarat remains in the possession of the Gaikwad, every political advantage which the Hon'ble Company's interests can require, is fully secured. This advantage however must be very considerably diminished under the interference of a third Power in its internal administration, while a door is opened for negotiation and intrigue with our foreign or domestic enemies, which may be extremely prejudicial to our political interests and to the country in general.

103. At all events, it introduces into the country a divided authority, which must at all times be prejudicial to the progress of improvement.

104. I have deemed it proper to adduce these general remarks, as they may have some use in disclosing the interest which the Hon'ble Company have in the measure, and which are equally applicable to the Gaikwad Government as they are to those of the Peshwa, whose possessions must increase in value in proportion to the augmented degree of security and tranquillity, which must result from an undivided and efficient government.

105. The farm being let for a specific sum of money, the amount of the revenue must be His Highness's principal consideration; and that which has been paid with so much regularity and punctuality by the Gaikwad is more than His Highness has ever yet realised from the concern, or will ever be able to realise under the management of any person, not possessing those means which the Gaikwad Government possess.

106. If a review is taken of the benefits, which the Peshwa's Government has derived from this part of his possession in Gujarat, they will be found to have yielded but small advantage.

107. The great distance of the Peshwa's authority and the discretionary power, united to the extensive means at the disposal of the amildar, have ever rendered it dangerous to delegate the government to an interested or ambitious character.

108. Disturbances must be naturally expected, and the loss of revenue to the Peshwa is an evil of less consequence than the danger which may ensue to his authority as well as to the united interests of the Hon'ble Company and Gaikwad.

109. Considering that there possibly may exist on the part of Peshwa some reluctance to yield this point to the Gaikwad, yet I

trust that these possible objections of His Highness may be entirely removed by the consideration of more important benefit to his interests and regard for the general welfare of the country.

110. Should His Highness ultimately accede to the proposal, I would respectfully suggest that the sanad for the new lease should be made out in the name of Fatesing Gaikwad.

111. This measure would be advisable from motives of obvious policy and propriety, as it would tend materially to the consolidation of that authority and system of government in Gujerat, which it is the object of the Company's government to establish.

Conclusion

112. With these general remarks I now beg leave, Hon'ble Sir, to dismiss the subject to that justice and wisdom which will have ultimately to determine this important discussion, trusting that every indulgence will be granted to the numerous difficulties of obtaining information and to the defectiveness of the information itself.

113. The person whom the Gaikwad Government have selected to conduct this discussion on their behalf at the Darbar of His Highness the Peshwa, is a respectable Brahman by name Ramechandra Mairal.

114. In making a selection for this purpose, it was the desire of this Government to have deputed Madhavrao Gopal, the majmudar, as a person who would from his rank, caste and situation have been an acceptable agent to His Highness; and the delay which has ensued in the departure of the agent has been principally owing to the expectation that this person might have sufficiently recovered from his infirm state of health to have enabled him to undertake the journey.

115. This hope however being unfortunately disappointed, the Administration have been guided in their choice by the possession of experience and acquaintance with the subject, that may afford the most speedy prospect of its termination; and I have accordingly furnished Ramaechandra Mairal with separate letters to your address, Hon'ble Sir, and that of Colonel Close, which he will have the honour to deliver on his arrival at Bombay and Poona.

Translation of a memorandum,¹ in answer to the one exhibited by His Highness Pant Pradhan Peshwa, of certain pecuniary demands due from the Sena Khaskhel Samsher Bahadur, dated the 15th July 1808.

Baroda
claims

On account of balance of former accounts, yearly dues, and on account of troops, is exhibited in a written memorandum the above sum Rs. 1,85,22,789.

The following sums are however due from the sarkar of the Peshwa, viz. in counterclaim.

The Gaikwad share of the revenues of the district of Broach. On this account a treaty was executed at Purandhar in 1776. Subsequent

1. Compare this memorandum with the one accompanying Alexander Walker's letter of the 23rd June, 1807. In the present case the corrections, suggested by the Bombay Government in accompaniment No. 2 of Walker's letter of the 23rd June, 1807, have been made.

again at Salbai was executed another treaty. By this document the 4th article of the foregoing treaty remained unaltered, and hence this charge is recoverable from that year [1776] up to [1808], being 32 years and at 60 per cent.¹ is Rs. 6 lakhs a year. On the 29th Zilhijja... 1199 [1800] was issued a makhilasi paper by the sarkar, according to which is Rupees 1,92,00,000.

Aba Shelukar, the subedar of Ahmedabad, without a cause, levied a force and commenced hostilities against the Gaikwad State, and became in consequence a rebel against the authority of the Peshwa. In suppressing this rebellion accordingly the Gaikwad Government incurred a very considerable expense and many sardars lost their lives. In the pensions and provisions for their families and the maintenance of an army for 8 months Rs. 80,60,000.

Besides this, it is customary in settling accounts with the Peshwa to allow a considerable reduction under the denomination of "sut" or remission, which is further required.

37,00,600 rupees is demanded on account of the acquisitions made by Damajirao in the Babi country.

In the Sun Samvat the late Damajirao Bawa Gaikwad received the investiture of senakhaskhel from Raja Ram Chhatrapati, at Satara; subsequent to that occurrence on the return of the late Raghunathrao Dadasahib from his expedition to Miraj, he executed an agreement at Poona, stipulating that in taking the Panch Mahals from the Babi the sarkar would have no claims. This was the spirit of the agreement executed, further strengthened by a sanad also rendered on that occasion; and in virtue of the same the mahals were taken.

Independent of the above reasons these mahals are pakka Mewasi, the gross produce of which is insufficient to defray their local expenses. Additional expense has been incurred in entertaining additional troops, but through the efficacy of this measure the sarkar's mahals have been freed from oppression, and tranquillity preserved throughout the country. The conquest and acquisition of these mahals were effected after a series of uninterrupted warfare for 24 months. The expenses and other burthens, contracted on that occasion, still press on the finances of this State. These circumstances are particularly recommended to the cognisance of His Highness.

Rs. 56,38,000: when Govindrao paid this money to the Peshwa, it must be remarked that he was not in Baroda; and moreover the accumulated treasures of his family were great. On this account he consented to the payment of this money. At this time, however, owing to the wars occasioned by Malharrao, the Arabs, and Kanhoji Gaikwad and Shelukar, every resource has been exhausted, and the debts and encumbrances of the Gaikwad State [are] found much to exceed the ability of its income to pay.

The sarkar are to be made pleased through the mediation of the Company's Government, and therefore let His Highness invest Anandrao Gaikwad with the title of Senakhaskhel Samsher Bahadur.

1. 60 per cent. here means six-tenth of the revenue share.

In respect to the troops which, it is said, should remain at the presence with one of the relations of the family, it may be observed that, when necessity required the services of the Gaikwad troops, they have ever been yielded.

Of late, Sindia and Holkar prosecuting hostility against the Peshwa's Government has been the origin of much disturbance and frequent rebellion. As a preservation to Gujarat, troops were necessarily placed on the frontiers, and through that precaution the mahals of the sarkar were preserved in peace and quiet. This was performing the sarkar's service. This sarkar will neither refuse to perform a similar duty in future for the preservation of quiet in this quarter.

No innovations are made in the taluka of Ahmadahad. The arrangements made by Madhavrao Saheb still continue.

The elephants and horses required have according to the best ability of this sarkar been complied with, being sent to His Highness when at Bassein in the year 1859 (1803/04).

In respect to the article of one lakh of Rupees, when that money was given, at that time Manajirao was on the Baroda gadi. On Govindrao's succession he made a settlement thereof.

In regard to the debts due to the Poona soukars, this State is now much involved. These debts are of old and unauthenticated claims. Under these considerations these debts may be adjusted as is customary with States (in like cases).

In regard to the precious stones and articles demanded, it is to be said they have hitherto been presented, and now Rajasri Bapu Mairal will also present them.

Balaji Naik Bhera has demands upon the Gaikwad State, part of which has been liquidated, as will the whole in due time and ability.

It is required that the varats and payments made on account of a balance of Rs. 50,45,884 should be examined into. Let this be done. The money has been paid, and the account settled; and the Gaikwad Government have had credit with the Peshwa for this transaction, for which they can produce proof.

In regard to the claims made for Romi village, it was formerly given in inam to Bhagubai Gaikwad from Bande, according to this grant it has been enjoyed by that lady for 40 years past, and it is a trifle and an inconsiderable object beneath the attention of the Peshwa's Government. From the Peshwa's mahals the Gaikwad Government have made no assignments.

In like manner as the records at Poona have been destroyed by the irruptions of Holkar, have those in Gujarat suffered from the disturbances of Kanhoji and the Arabs; which prevents such satisfactory answers as might otherwise be given.

The above comprises the respectful reply of the Gaikwad sarkar to the yad of His Highness the Peshwa; but, as these matters are important and cannot be discussed at a distance by correspondence, it is intended by the Gaikwad Government to dispatch a respectable karbari to Poona at an early period for this purpose.

Baroda, 7th November, 1810 (1810, P. D. 365)

1813

James R. Carnac to Francis Warden.

The present anxiety of His Highness the Peshwa to decide the *Mairal to Poona* claims, that have already undergone much discussion, and to the acknowledgment of which the Gaikwad Government would probably feel well disposed without further litigation, in the reasonable expectation that His Highness will extend a liberal consideration to other questions dependent on the farm of Ahmadabad, have at length induced the Administration to direct a vakil immediately to prepare to proceed to Poona for the general arrangement of the accounts between the two States.

I have much pleasure in stating that Bapu Mairal, a native of great respectability, has been appointed to the above mission.

Baroda, 4th August 1811 (1811, P. D. 377)

1811

James R. Carnac to Francis Warden.

I take this opportunity of bringing to the notice of the Hon'ble the Governor-in-Council the expressions of anxiety, which have at various times been conveyed to me by the Administration, that the pending discussions, relating to the claims of Peshwa and the counterclaims of the Government, be brought to an early termination. *Baroda impatient*

Unwilling as the Gaikwad Government feel to press any measure contrary to the entire convenience of His Highness the Peshwa, the imperious necessity which exists of regulating its disbursements upon principles of the strictest practicable economy, has promoted the Ministers of this Court seriously to lament the many months which have already elapsed without any material progress having been made in the adjustment of an affair, for which His Highness formerly expressed his great impatience.

The expenses of the mission of Bapu Mairal are not inconsiderable; but this would be overlooked for a moderate period of time, did the Administration see a probability of an end to a state of procrastination which His Highness's almost constant absence from Poona is likely to protract.

Approving therefore of the worthy motive which induces the Government here to make this representation, I have to suggest that, while we persevere in the proposed system of allowing the parties to come to an understanding among themselves, the Resident may be solicited to exert his influence with the Peshwa to expedite the long pending adjustment.

Bombay orders.

Ordered that a copy of the preceding letter be forwarded to the Resident at Poona, accompanied by the request of this Government that the Hon'ble Mr. Elphinstone will be so obliging as to exert his good offices with the Peshwa's Minister for the promotion of the anxious wishes of the Gaikwad State for an early adjustment of the existing claims between the two Governments. *Orders*

1812 *Porbandar, 30th April, 1812 (1812, P. D. 385)*

James R. Carnac to Francis Warden.

Anxiety I take this occasion to repeat the expression of the anxiety of the Gaikwad Government to witness the adjustment of the Peshwa's claims, with which view a vakil at a considerable expense was deputed to Poona in January 1811, and still continues at that Court.

The desire of the Administration for a decision on their claims through our intervention becomes more eager from the enormous amount advanced as the right of His Highness [*the Peshwa*] without any abatement on account of the counterclaims of the Gaikwad.

1812 *Baroda, 14th September, 1812 (1812 P. D. 388)*

James R. Carnac to Francis Warden.

Baroda impatient I have had the honour on former occasions to advert to the anxiety, which this Government expressed, to see the long pending claims with the State of Poona brought to an equitable termination. In private and public conferences with His Highness and his Administration the extraordinary procrastination, which has attended renewed attempts at negotiation on the claims in question, has been remarked with feelings of disappointment and led to some natural expressions of remonstrance.

The lapse of time since the deputation of Bapu Mairal has now attracted attention. The expenses of his mission, when the object here is a system of rigorous economy, and the consideration that the progress of time must magnify [*the*] demands from the Peshwa, the justice of which is contended on the part of the Gaikwad, constitute just grounds for more than ordinary solicitude to witness at least some indication of a compromise.

In lieu, however, of the existence even of a desire to accomplish an equitable settlement, His Highness the Peshwa has hitherto avoided the subject with the Gaikwad vakil; which induces the Administration to devise some more able medium of communication.

The sentiments of Fatesing on the importance of the objects at Poona are contained in the accompanying translate of a letter he has written to me on the subject, which judiciously adverts to the effects of delay.

This letter makes a strong application for the services of Gangadhar Shastri, the chief native servant at the Residency, who possesses the attachment and confidence of Fatesing to the fullest extent. Considering the talents of the Shastri and his superior acquaintance with the whole of the transactions and the complicated documents appertaining to them, combined with the circumstances set forth in Fatesing's letter, and my conviction that no man is to be found in Baroda who is so well qualified for the important duty, I beg with every deference to suggest that the request of the Government be complied with, especially at the Company's Government is to be subject to no expense incident to his employment.

The interest the British Government possesses in the adjustment in question, which has so long been expected by the Hon'ble the Court

of Directors, does not only arise from the policy of putting to rest any claims between the States of the Peshwa and Gaikwad that eventually might create litigation, but assumes a more decided importance relatively to ourselves from the solemn stipulation by treaty to see these claims equitably determined. This consideration, added to the object of obtaining a renewal of the farm of Ahmadabad, which has been so unequivocally approved by the authorities at home on grounds of general advantage in Gujarat, will, I am persuaded, ensure every exertion consistent with equity to promote the proposed mission to Poona and to aid it by those attentions on the part of the Company's Government, calculated to enhance its weight and respectability at the Court of the Peshwa.

No. 1. Letter from Fatesingrao Gaikwad to Captain James R. Carnac, dated 13th September, 1812.

You are perfectly well acquainted with the receipts and charges *Request for* of my State. In consequence of your assistance and advice *Bapu Shastri* Mairal was deputed an agent from here to Poona. Twenty months have elapsed since the departure of Bapu Mairal, and it is well known that the heavy expenses of Bapu Mairal's residence are increasing. It is your wish and desire to lessen the expenses of my State and to release it from debts, many of which you have taken off and have considerably decreased them; but the expenses incurred in this manner tend to counterbalance the advantages to be gained. It will take a longer period to obtain this object. You know that Bapu Mairal is an old servant and a sensible and respectable man, but that Gangadhar Shastri Patwardhan, having long resided at Poona, is intimately acquainted with all and every particular of the concerns between the two States, and he is moreover of the same caste with the Peshwa himself, and is also personally well acquainted with him, and is high in the confidence of both sarkars. The advantages that have resulted to the sarkar from the service of Gangadhar Shastri are well known to the world. It is unnecessary to dilate on a subject so well known to you and your Government. That the concerns of the two sarkars may be adjusted, afford me the services of Gangadhar Shastri, and I will depute him with honour as my wakil with full powers, and will sustain all the charges incident to his mission, and there will be no demand on your State. Therefore perform an act of friendship, and grant me his service.

By your assistance and the advice of the sarkar, Gangadhar Shastri by his own wisdom will adjust everything with the Peshwa; and when this settlement takes place, you will reap the fruit of all your labours. Do this out of regard for me, independent of any other consideration; there is no difference between the two sarkars. I formerly wrote you two letters concerning Gangadhar Shastri, to which I received no specific reply. I also made two or three verbal communications to you on the same subject, and it is my intention to have a meeting and confer on the case, when a suitable opportunity offers.

No. 2. Bombay minutes, 25th September.

Ordered that a copy of the preceding letter and of its enclosure be *Orders* sent to the Resident at Poona, acquainting him that, if he should see

no objection to the measure suggested by Captain Carnac, the Right Hon'ble the Governor-in-Council is disposed to allow the Gaikwad to send Gangadhar Shastri on the proposed mission to Poona. The talents and qualification of the Shastri are well known to this Government, and an opinion is entertained that he may be employed with advantage in bringing the long contested discussion to a speedy issue.

1813 *Baroda*, 26th June, 1813, (1813, P. D. 398)

James R. Carnac to Francis Warden.

*Shastri's
mission*

I have the honour to acquaint you that Gangadhar Shastri was appointed to a situation in this Government on the 11th of last month.

In submitting the accompanying copy and version of a letter to my address and in the course, as usual on all public occasions, of the reply and an answer to one from me to Fatesing, the English version of which is forwarded, I have only to remark that the acquiescence of the Right Hon'ble the Governor-in-Council to the Shastri's acceptance of the Gaikwad's employment appeared particularly gratifying to His Highness as well as to the members of the family; and I am desirous to communicate his great sense of the consideration which has thus been bestowed by the Company's Government.

His Highness [*Fatesing*] has resolved that in consequence of the responsibility which will now devolve on the Shastri, he shall be remunerated on a scale not less than one half of the salary and emoluments of the Vithalrao Bhau, the khasgidiwan. The policy of this limited compensation has so far impressed the civil [*servants*] of the Government that the introduction of the Shastri is founded on no desire whatever to abridge the consequence or respectability of others, but on the advantage which his experience and abilities will secure to the Gaikwad interests; and all parties appear satisfied with the justice and expediency of the arrangement.

The benefits of Gangadhar Shastri's being a servant of the Native Government, while at the same time he holds the situation, which he has held with so much credit, of our agent with the Darbar, require no elucidation in this place. The latter office in point of respectability is very important and the emolument trifling; but it secures to the Shastri a degree of which Fatesing must see the value, and it capacitates him for [*a duty*] which under any circumstances of prosperity will operate to the advantage and efficiency of this Government, if used when necessary with becoming discretion.

Considering the age of Fatesing, and that he will soon have all the allurements of power, the Shastri will doubtless have a serious task to perform. His own exertions will not be wanting to overcome the obstacles incident to the circumstances of Fatesing; but in the discharge of the important duties of his station, he looks forward with confidence in all cases to the protection of the Company's Government.

Without meaning to anticipate any extraordinary deviation from the correct line of behaviour on the part of Fatesing, it is only natural to suppose from the principles, on which all Native Princes

are educated, that his want of experience may be imposed upon by self-interested persons or others disaffected to the existing order of Government. Although well-disposed Fatesing cannot be considered as endowed with strength of mind, and instances have been apparent of his want of firmness when his dissolute relatives courted his vanity. This description of people or persons of his own caste, who arrive from the Deccan, are chiefly to be apprehended, for their interests will not allow them to concur in any system which precludes men of their origin and habits from a large participation in the advantage of the Government. It will therefore constitute an object of no trifling importance to wean Fatesing from the intimate society of such people, who are ever prone to pervert any favourable bias in his mind. The Shastri alone, from his caste and habits of intimacy, is capable of discharging with effect this delicate duty, though in its progress he will perhaps encounter some impediments from the operations of such influence, which will only be counterbalanced by the encouragement of the British Government to his laudable exertions.

No. 1 Letter from Anandrao Gaikwad Senakhushel Bahadur to James R. Carnac, dated 11th May, 1813.

Your letter reached me today, and I understand its contents. What I have to say respecting the services of Gangadhar Shastri, is already said to you. I have great confidence in this well-wisher for my prosperity. Great benefit will likewise be derived from his aiding me with advice, for which reasons I have asked his assistance. In short, I must confess that he is an intelligent man. Whatever business, either relating to your or my Government, you may be assured that the Shastri will be a very faithful servant. We are both bound, in as far as the opinions are mutual, to bestow much favour upon him; in which there will never to exist a difference. From you especially, justice is to be administered to him more, because he has been entirely devoted to the services of the Government under which you serve. I am aware of the honour conferred by the Right Hon'ble the Governor-in-Council at Bombay; and I request you will return thanks for the realisation of my wishes respecting Gangadhar Shastri.

No. 2 Bombay minutes, 7th July.

Ordered that the Resident at Baroda be informed that the Right Hon'ble the Governor-in-Council has satisfaction in finding that his acquiescence with the desire of the Gaikwad Government in the employment of Gangadhar Shastri has been well received, and he is still more pleased in observing, from what he has represented, that this arrangement is likely to be attended will be benefits to this country.

No. 2 Letter for Captain Carnac to His Highness Fatesingrao Gaikwad, dated Baroda, 9th May, 1813.

I have now the honour to apprise Your Highness that the anxious wish, so repeatedly expressed to me both verbally and by the communication of letters, for the advantage of the services of Gangadhar Shastri Patwardhan, has received the favourable consideration of my

Compliments & hopes

Supriors. It is with sincere pleasure that I notice the orders transmitted in reply to my reference to the Right Hon'ble the Governor-in-Council, who has been pleased to direct me to state that he has much satisfaction in meeting Your Highness's request in the instance of the Shastri.

Having discharged this pleasing part of my duty, I proceed to offer to Your Highness's mature deliberation some few observations, dictated as much from the justice due to the character of Gangadhar Shastri, as from a sentiment of friendship to Your Highness personally, and for the interest of the Gaikwad Government.

The respectable persons here are no strangers to the merits of the Shastri. They have formed most laudably the chief inducement for Your Highness's selection of his service in preference of all others. It nevertheless becomes to me to state to you, though the predilection for his merits in Your Highness's mind is fixed and decided, that my Government entertain a high opinion of his talent and integrity and of his attachment to the Hon'ble Company. With such impressions the partial deprivation of his services, by having engaged in undertaking a share in the arduous duties of your Government, could only be reconciled by the sincere regard of the British authorities to enhance the interests of its ally and from a willing attention to the personal wishes of Your Highness.

The utility of the Shastri will not be limited to the exercise of those talents which so peculiarly adapt him to assist Your Highness in the administration of the Gaikwad affairs. His perfect acquaintance with the origin and progress of the intimate alliance of the Gaikwad with the Company, his thorough knowledge of the relations, which should subsist for the improvement and consolidation of this alliance, constitute him a valuable resource for counsel on occasions of this nature, which Your Highness, I am happy to observe, is quite conscious of being interwoven with the prosperity of the Government it will hereafter fall to your lot to govern and preserve.

In adverting with more than ordinary solicitude to this particular qualification of the Shastri, I should not allow it to detract from his other merits by taking his advice, as Your Highness proposed to do. You will ever find him (judging from past experience) a faithful adherent and a staunch advocate of all your just rights.

It will doubtless give satisfaction to the Company's Government to find that the object of the Shastri's employ is attained by your unreserved confidence; and so long as he conducts himself with propriety, the British Government will not withhold that confidence and protection which it has so long extended to this valuable public servant.

My verbal communication will have supplied whatever is deficient in this letter, and it only remains for me in conclusion to observe that the just impressions, which Your Highness appears to have imbibed of the past value and future importance of the Company's friendship, cannot fail, I should hope, of being multiplied under the sentiments which have led to the adoption of the measure, to which my Superiors

have given their concurrence, as I have had the honour to announce in this friendly communication.

Poona, 24th September 1813 (1813, P. D. 401).

1813

Mountstuart Elphinstone to Francis Warden.

I have the honour to enclose for the notice of the Right Hon'ble the Governor a copy of a dispatch from me to the Secretary in the political department at Fort William, from which it will be observed that the court began to testify some impatience for the adjustment of their claims on the Government of Baroda. Their unaccountable forbearance¹ from pressing this settlement for so long a time is probably to be attributed to the Minister's expectations that a negotiation on the old Maratha principles might be set on foot (to his own great emolument), and his present urgency is perhaps owing to the disappointment of his hopes in that respect. *Difficult affair*

I am far from considering the revival of the subject as a favourable circumstance either for the Gaikwad State or for the British Government. As the Peshwa presses an immediate settlement, I do not see how it can be reduced; and there appear to be but two modes of effecting it, both of which are attended with considerable inconvenience. The first of these is by arbitration of the British Government, and the second by a negotiation and a compromise between the parties.

In the event of an arbitration, if we suppose the preliminary question (stated in the enclosed dispatch) to be decided in the Gaikwad's favour and the Peshwa's claim to tribute for the last 11 years to be set aside, it is probable that the decision would give offence to the Peshwa, and that all future arrangements between His Highness and the Government of Baroda, (such as the farm of Ahmedabad) would meet with much opposition on His Highness's part. Nor would the exemption from tribute secure the Gaikwad Government from the payment of very heavy arrears to the Peshwa, unless it should succeed in establishing its claims to an indemnity for Broach. It is true that the Peshwa's claim to a fine on the investiture of the Gaikwad would fall alone with his right to tribute; and his demand on account of the Babi mahals appears (on a slight inspection at least) to be ill-founded; but the arrears of the last account, the tribute for the years preceding the troubles, the jewels etc. promised in 98, and the debts to bankers, admitted at the same period, are not denied to be due, and are only to be met by the claim to indemnify for Broach. The nature of this claim will be easily ascertained by a reference to the records of the Government of Bombay for 1775 or to the papers laid before Parliament during the inquiry into the Maratha War. I have not at present access to either of these sources of information; but, if I recollect right, Broach was ceded in 1775 by Fatesing Gaikwad in return for certain advantages which he personally was to derive from our support. The subsequent cession by the Poona State was rather a confirmation of the Gaikwad act than an original grant, and its validity

¹ There never was any forbearance on the part of the Peshwa, there was persistent obstruction, as Elphinstone must surely have known.

even as a confirmation was disputed by Fatesing, who maintained that our claim to Broach was founded on his act alone.¹ If this be the case, Broach cannot be considered as having been sacrificed by the Peshwa for the general good of the Maratha Empire, nor can the Government of Baroda claim to be indemnified for the loss of it be maintained. The view, which I have taken of the cession of Broach, may be erroneous; but at all events the Peshwa can never be expected readily to admit the Gaikwad's claim, after having combated or evaded it for a period of from 35 to 40 years.² The effect of the arbitration, conducted on the principles I have supposed, would therefore in all probability be to subject the Gaikwad to very heavy pecuniary loss and at the same time to disgust the Peshwa both with him [*the Gaikwad*] and the British Government. If the opposite supposition be adopted, the Gaikwad being found liable to tribute, the settlement would still be obviously detrimental to his interests.

*Negotiation
prospects*

It remains to examine what hopes there are of a settlement being effected by negotiation; and there can be no doubt that this would be the most favourable mode of adjustment. If the Court of Poona could be prevailed on to enter heartily into such a negotiation, it is not unreasonable to hope that the Peshwa might be induced by a moderate pecuniary payment to consider his former claims as settled, to make some permanent arrangement for the farm of Ahmadabad, and to give up or at least to pass over in silence his demands for future tribute. But here an insuperable obstacle seems to exist in the corrupt habits of the Ministers of this State. These personages very early declared and still maintain that the Gaikwad must take his choice between a settlement grounded on strict justice and a compromise, in which the unfavourable state of his finances should be taken into consideration; that, if he preferred the first course, the arbitration of the British Government was open, and it was hoped that the decision would be passed without any regard to the Gaikwad's circumstance. If he preferred the other course, there were numerous examples of arrangements of the sort, and it was only necessary to prefer a request for indulgence in the accustomed manner. Now it is certain that the large remissions, which have been made at former settlements, have always been purchased by gifts to the Ministers, and there can be no doubt that this is the accustomed manner to which they allude. Accordingly no sort of progress has hitherto been made in the negotiation. The Government of Poona, having had no equivalent offered for renouncing any of its demands, naturally insists upon them all; and the Gaikwad vakil contents himself with rebutting the Peshwa's demands without making any sacrifice which might tend to

1 The Gaikwad share in the revenues of Broach was in 1773 formally acknowledged by the Company. (*The Gaikwads of Baroda*, Vol. II, p. 143) This share was transferred by Raghoba to the Company in 1775 (*Ibid.*, p. 250, article VI; p. 291, article V). This transference of the Gaikwad share in the revenues of Broach was confirmed by the treaty of Purandhar (*Ibid.* p. 334, article IV) and by the treaty of Salbai (*Ibid.*, Vol. III, p. 123, article III.) Elphinstone's contention that Broach was ceded by Fatesing is inexact.

2 This a most illogical inference. Elphinstone seems to forget that the Gaikwad, too, combated and evaded the Peshwa's claim.

reconcile the views of the two States. He seems indeed to despair of attaining such an object, unless he previously takes the usual means of gaining the Peshwa's Ministers.

In these circumstances my interposition would obviously be fruitless (it might indeed do harm by preventing the Ministers of the two Maratha States from settling the affair in their own way); and there remains no choice but to bring the matter at once to a regular arbitration.

It is in this belief that I have applied for instructions to enable me to commence on such a measure, and in the meantime I take the liberty of laying the state of the affair before the Right Hon'ble the Governor whose wishes respecting the language to be held to the Peshwa, I should be happy to learn.¹

Baroda, 31st October, 1813 (1813, P. D. 402)

1813

James R. Carnac to Francis Warden.

I have the honour to receive your dispatch dated the 9th instant with its enclosures from the Resident at Poona. The Gaikwad Government has awaited with extreme solicitude the disposition which His Highness the Peshwa has at length betrayed to settle the disputed claims between the two Governments, and adheres to the resolution originally entertained of deputing Gangadhar Shastri to His Highness's Darbar with full powers to effect a final adjustment. Particular circumstances at the present crisis would have rendered it highly acceptable that the Shastri's departure could have been dispensed with for a short time; but, as the Administration are unwilling to take example from the procrastinating measures of the Peshwa, as elucidated by Mr. Elphinstone's dispatches, it is intended that the Shastri proceeds on his mission with the least possible delay. *Shastri's difficulties.*

2. From a perusal of the letters from Mr. Elphinstone I am led to believe that the arguments of the Gaikwad, set forth in the voluminous correspondence on the Peshwa's claims, have not hitherto had the advantage of being known to that Gentleman; and as this correspondence so clearly establishes the invalidity of the chief pretensions of the Peshwa as well as the principles from which the Gaikwads derive their title to a proportion of the revenues of Broach, I beg to specify the several dates in the margin for the purpose of reference in the progress of the expected discussion. *Hopeless case*

3. The Gaikwad Government are desirous of adopting any arrangement for the settlement of the claims now pending, which His Highness the Peshwa may select. The notorious corruption of His Highness's Ministers leaves little room to hope that, unless sacrifices are made to their avarice, which the means of this State cannot afford, hopes of any satisfactory issue by direct negotiation are reasonably to be expected. It is not probable that even with the ability of meeting the views of the Peshwa, the Gaikwad Government would feel disposed to accede to a considerable payment for

1 It would seem that the justice of the Peshwa's claims is made subordinate to the wishes of the Governor-General.

the gratification of any mercenary expectations, under the full impression of the injustice of His Highness's claims, not only in their principle, but manifested in the enormous remission of demands when the necessities of the Gaikwads compelled them to recognise the wishes of the Peshwa. That such has been the unvaried practice of the Poona State, and that this Government have never admitted its dependence in any point of view to the Peshwa, the dispatches of my predecessor have corroborated. Under these circumstances it appears almost certain that the Peshwa, disappointed in his hopes of ample personal compensation, will at length refer to the arbitration of the British Government.

Arbitration 4. To this medium the Gaikwad Government is ready to resort. It looks with confidence to the justice of the British Government and to the deliberate investigation of the statements circumstantially afforded in the dispatches, to which I have had the honour to advert.

7. Before I conclude, I have to communicate the earnest desire of Fatesing that the stay of Gangadhar Shastri at Poona may be as limited as possible. This request naturally arises from the considerable period (now 3 years) of Bapu Mairal having been detained at the Peshwa's Darbar, and the necessity of the Shastri meeting with the ready attention which the Peshwa's recent impatience would indicate, both on account of the value of his service at Baroda and the expense attending the mission of this person, which the finances of the Gaikwad is so incapable of unnecessarily sustaining.

Letter from Mountstuart Elphinstone to Francis Warden, dated 6th November, 1813.

Letter I have the honour to enclose a copy of my last dispatch No. 1 to His Excellency the Governor-General and beg leave to call the attention of the Right Hon'ble the Governor to the communications which have past between me and the Peshwa relative to the farm of Ahmadabad.

Letter in reply from Francis Warden to Mountstuart Elphinstone.

Shastri's mission I am directed by the Right Hon'ble the Governor-in-Council to acknowledge the receipt of your dispatches dated the 24th of September and the 6th of this month, enclosing copies of your letters to the Supreme Government on the claims of the Court of Poona on the Government of Baroda.

2. The Resident at Baroda having been called upon to report whether the intention of the Gaikwad to depute Gangadhar Shastri to Poona with the view of endeavouring to effect an adjustment of those claims had been relinquished, I have the honour to enclose a copy of Captain Carnac's reply, by which you will observe that it is intended that the Shastri shall proceed on his mission without delay.

3. On a reference to the records of this Presidency, it does not appear that the proceedings of this Government, connected with this important subject, and the counterclaims of the Baroda State have at any time been communicated to you or to your predecessors; and I have in

consequence been directed to transmit to you a copy of the proceedings of this Government, of the dates specified in the margin.

4. The Governor-in-Council abstains from offering any observations upon the subject of these documents, until the result of the mission of Gangadhar Shastri shall be known; when, if unsuccessful, this Government will be prepared to enter upon the discussion of these claims.

Poona, 20th November, 1813 (1813, P. D. 403.)

1813

Mountstuart Elphinstone to Francis Warden.

It gives me much satisfaction to find from the Resident at Baroda's dispatch that the inconveniences to which the Gaikwad State will be exposed by an arbitration of its disputes with the Peshwa, are not likely to prove so serious as the state of my information on the subject had led me to apprehend. *Shastri's mission*

In conformity to the wish, expressed by the Resident, for the speedy termination of the mission, on which Gangadhar Shastri is about to be dispatched, I shall use all the means in my power to expedite the transaction and to get the discussions into such a state as may enable the Government to pass a decision on them without delay, in case the Shastri's measures do not render such a step unnecessary. At the same time, I beg leave to remark that, although I may be able to hasten the progress of the arbitration, it is by no means in my power to prevent delays in the negotiation which the Shastri is to open, the speedy conclusion of which must depend on the goodwill of the Peshwa's Court and on the Shastri's own address.

Baroda, 29th November, 1813 (1813, P. D. 403)

1813

J. Williams to Sir Evan Nepean.

I have it in command from His Highness Fatesing to announce to you the deputation of Gangadhar Shastri Patwardhan as His Highness's envoy to the Court of Poona for the purpose of bringing to a final adjustment the long pending pecuniary claims subsisting between the two States. His Highness will consider any marks of attention, you may be pleased to show the Shastri during his stay at the Presidency, as a compliment paid to himself. *Shastri's departure*

Minutes, 9th December.

Ordered that Mr. Williams be informed that Gangadhar Shastri is, on his arrival, to be saluted with the number of guns given to an envoy. *Orders*

Baroda, 28th November, 1813 (1813 P. D. 405)

1813

Two letters from Anandrao Gaikwad to Sir Evan Nepean.

In these letters the Gaikwad Ruler informs the Bombay Governor that Gangadhar Shastri and Bapu Mairal are sent to Poona in order to settle the financial claims of the Poona Government, and also to obtain the renewal of the Ahmadabad lease. *Mission*

See *Ahmadabad Farm*, Section A, The End of the Lease.

1813 *Baroda, 29th November, 1813 (1813, P. D. 403)*

J. Williams to Francis Warden.

Leave-taking I have the honour to report for the information of the Right Hon'ble the Governor-in Council that by desire of His Highness Fatesing I yesterday attended at the Darbar in order to be present at the ceremony of delivering the credentials to the Shastri on his taking leave.

Having received his dismissal from the Raja, he proceeded to the Residency, accompanied by the Diwan and other members of Government, to take leave. I, in consequence, as representing the British authority at this capital during the absence of the Resident, made the honorary presents as per margin, which, I trust, will meet with the approbation of the Right Honourable the Governor-in-Council.

Minutes, 11th December.

Approval The Right Hon'ble the Governor-in-Council is pleased to sanction the presents made to Gangadhar Shastri, reported in the preceding letter.

1814 *Poona, 5th January, 1814 (1814, P. D. 405)*

Mountstuart Elphinstone to Francis Warden.

Shastri unwelcome As I long ago announced the intended mission of Gangadhar Shastri to the Peshwa without His Highness's showing any repugnance to it, I was much surprised to receive a message three days ago acquainting me that His Highness would not receive that Minister. I immediately applied for an audience of the Peshwa, which the occurrence of some religious festival prevented my obtaining till yesterday evening.

2. I then took occasion to point out in moderate terms the unreasonableness of the Peshwa's intended conduct, the affront which it would offer to His Highness the Gaikwad, and the embarrassment in which it would place the British Government, through which the Shastri's mission had originally been arranged; after which I said I had no doubt the Peshwa would reconsider the subject and come to a resolution more consistent with the circumstances of the case. In reply to this, various arguments were brought forward by the Minister against the legality of the Shastri's appointment to the office of Diwan to the Gaikwad, a situation which, he maintained, was in the Peshwa's gift and had been conferred by His Highness on the family of Raoji Appaji. But the Peshwa laid much greater stress on the dishonour which he would incur by receiving as a minister a person who had been notoriously attached to his mortal enemies, the family of Phadkia. I endeavoured to persuade him that the Gaikwad could have no intention of exposing him to any dishonour; that it was that Prince's obvious interest to conciliate His Highness; and that it was probably with a view to doing so that he had sent the person most in his confidence to this Court; that, if the Shastri had ever been in the service of the Phadkias, it was in some subordinate situation which did not implicate him in their designs; that he had risen to his present high station entirely by his own abilities without any patronage from the family in question;

and that he was very far from harbouring any feeling towards His Highness, except a wish to obtain his favour. I then recurred to the argument that it was now too late to retract, and inquired how His Highness could explain away his former consent, and what I was to say to His Highness the Gaikwad to account for a refusal to receive his ambassador, especially after his mission had been formally announced and agreed to. A great deal of conversation passed on this subject, and His Highness at last said he would consider of it and let me know his decision.

4. I have received his final answer on the subject of the Shastri, whom he agrees to receive; but protests against his reception of being construed into an acknowledgment of his appointment as Diwan.

As I am not acquainted with the Shastri's pretensions to that office, it was impossible for me to object to His Highness's resolution; nor did it appear prudent to exasperate him by any contest on a subject which had so little connection with the real object of the mission.

Resolutions

Resolved that, in explanation of the circumstances under which *Peshwa's* the Shastri has been nominated to a confidential situation under *pretensions* Fatesing Gaikwad, and not to the office of Diwan to the Baroda State, Mr. Elphinstone be furnished with a copy of our proceedings which occurred on that appointment.

Admitting however that the Shastri had been nominated to the office of Diwan, the Governor-in-Council is of opinion that the Baroda Government possesses the right to make that nomination without at all consulting the wishes of His Highness the Peshwa on the occasion. The privilege claimed by the Peshwa of nominating the Diwan of the Gaikwad cannot be admitted by this Government. The admission of such a right would vest in the Peshwa the power of directing and controlling the internal affairs of the Gaikwad and entirely subverting those relations which subsist between that State and the British Government. It would reduce the Gaikwad to a state of dependency on the Poona Darbar, to which we are not aware it is constitutionally subject.

The right of the Gaikwad to contract engagements and to conclude treaties with other States at His Highness's discretion, without the obligation of consulting the Peshwa, has been fully recognised, provided they should not be of a nature hostile to the Peshwa.

The question respecting the nature and extent of the dependency of the Gaikwad on the Peshwa having however been determined by the Supreme Government, ordered that copies of the 10th and following paragraphs to the 20th inclusive of the dispatch from the Governor-General-in-Council to this Government, of the 15th of December, 1802,¹ be communicated to Mr. Elphinstone, by which he will be enabled to judge of the grounds on which this Government considers it to be its duty to assert and to maintain the right of the Gaikwad to appoint a Diwan, without consulting the wishes

1. See *Gaikwads of Baroda*, vol. v, p. 434.

of His Highness the Peshwa, who is even precluded from interfering in the succession to the masnad of Gaikwad "by the obligation of the Company's guarantee, under which the British Government is pledged to secure the legal hereditary succession to the masnad independently of the will of the Peshwa."

Mr. Elphinstone is to be apprised that the Shastri is now at the Presidency and will be prepared to proceed to Poona at such time as he may recommend. That it would however be desirable the Shastri should remain here till the arrival of Captain Carnac from Baroda, which may very shortly be expected. That we shall abstain from apprising Gangadhar Krishna of the grounds of the Peshwa's reluctance to receiving him; but having reason to believe that the Peshwa's suspicions are not well founded, as this Government will be ready, should Mr. Elphinstone consider such a measure to be advisable, to call upon the Shastri for an explanation of the nature of the connection which actually subsisted between him and the family of Phadkia.

Mr. Elphinstone should be further informed that Government can bear the most ample testimony of the correctness of the assurance he has afforded to the Peshwa "that the Gaikwad could have no intentions of exposing him to dishonour, that it was that Prince's obvious interest to conciliate His Highness." Nor would this Government have countenanced the deputation of a minister to the Court of Poona, who might on any grounds be objectionable to His Highness.

Ordered that a copy of Mr. Elphinstone's letter and of the reply be forwarded to the Supreme Government.

1814 Poona, 27th January, 1814 (1814, P. D. 406)

Mountstuart Elphinstone to Francis Warden.

Shastri's appointment It does not appear to me that the Peshwa can intend seriously to set up any claim to interference in the appointment of His Highness the Gaikwad's Diwan [the Shastri] further than regards the privilege of investing him with a khilat or some other of those lucrative functions which pervade every part of the Maratha Government. Should His Highness however bring forward such a pretension, it would be proper to protest against it, and on that occasion I would not fail to avail myself of the lights furnished in your dispatch. In the present case the alleged right of investiture was only adduced by the Peshwa as a pretext for refusing to see the Shastri; and when His Highness consented to receive that Minister under the reservation alluded to in my letter, my only apprehension was that there might be some difficulty about the ceremonial, if the Shastri expected to be received as Diwan, and the Peshwa objected to give him such a reception.

With regard to the most suitable time for the Shastri's journey to this place, I beg leave to acquaint you that the Peshwa will return from his present pilgrimage in the course of a fortnight. He will then remain at Poona for a week or ten days; after which he will proceed on his annual pilgrimage to the Godavari; which is rendered particularly urgent at present, this being the season of a

certain festival at that river, which only occurs once in 12 years. Were the Shastri to reach Poona by the end of January, he might be introduced to the Peshwa on this occasion and open his business, which he might afterwards prosecute with the Minister. If he misses the present opportunity, the Peshwa will not be at Poona till June; and although I should be very happy to go to Kopergaon to promote the dispatch of the Shastri's business at that place, yet I fear the Peshwa will scarcely consent to such an interruption of a period, which he is used to consider as exempted from the intrusion of public affairs.

Bombay, 5th February, 1814 (1814, P. D. 406)

1814

Sir Evan Nepean to Anandrao Gaikwad.

I have had the honour of receiving Your Highness's two letters,¹ *Promises* dated 4th Zilhijja; one of them announcing the deputation of Rajashri Gangadhar Krishna Patwardhan² as your representative to the Court of Poona for the purpose of adjusting the long disputed accounts existing between His Highness the Peshwa and the Gaikwad Government, and of settling the terms of a future lease for the district of Ahmadabad, requesting at the same time that I would afford him my advice to regulate his conduct in the discharge of the duties of his mission; and the letter stating that Your Highness deemed it of importance that the Resident at Poona as well as myself should have the benefit of Captain Carnac's advice, relative to the means of adjusting those claims, and requesting in consequence that he might be called to the Presidency for that purpose.

The close and intimate alliance, which connects the two Governments and identifies, as it were, their interests, must always render me solicitous to promote the prosperity of the Gaikwad State and to feel a lively concern in whatever may tend in Your Highness's judgment to strengthen Your Highness's Government, to improve its finances, and to mature its external relations. Actuated by these sentiments, Your Highness may be assured that I shall be happy to afford my advice and every assistance in my power to Gangadhar Shastri to enable him to bring the difficult and complicated negotiation entrusted to him to a termination satisfactory to Your Highness. The same motives render me equally desirous of an opportunity of receiving from Captain Carnac such information as his fuller acquaintance with the subject will enable him to communicate, and I have on that account, as well as to evince my ready disposition to meet Your Highness's wishes on every occasion, directed him to repair to the Presidency, as soon as he shall have made the necessary arrangements at Palanpur.

Poona, 30th March, 1814 (1814 P. D. 409)

1814

Mountstuart Elphinstone to Francis Warden

I have the honour to enclose for the notice of the Right Hon'ble *Letter* the Governor a copy of my last dispatch to His Excellency the Governor-

1 See Section A. Ahmadabad Farm, End of lease.

2 An interesting sidelight on the Shastri's character is given in a letter of Elphinstone to Strachey, quoted by Colebrooke in *Life of the Honourable Mountstuart Elphinstone* (1884), Vol. I, p. 276.

General, containing a statement of my transactions with Gangadhar Shastri since his arrival at this place.

Letter from Mountstuart Elphinstone to the Earl of Moira.

I was about to report to Your Excellency on the current affairs of this place, when I had the honour to receive your instructions conveyed in Mr. Adam's dispatch dated the 26th ultimo. I shall therefore proceed with that report, before I refer to the subjects connected with your commands.

Gangadhar Shastri, the Minister from His Highness the Gaikwad, arrived here some time since; but the Peshwa's Minister was prevented from receiving him by indisposition, and His Highness himself was absent on a pilgrimage. As soon as the Minister was recovered, a meeting took place, at which I was present in consequence of the Shastri's earnest request. It passed to the satisfaction of both parties, and they immediately after opened the business of the negotiation.

Shastri's views I have had constant intercourse with the Shastri since the day of his arrival, and have more than once discussed with him the plans he wished to pursue. He early declared that no adjustment of the disputes between the Governments could be brought about without our interposition, unless he were to bribe the Peshwa's Ministers and favourites, a course which he was not disposed to adopt, even if it were in his power. That he therefore considered it as a thing settled that the disputes would ultimately be referred to the British Government, but that he nevertheless thought it requisite that the Gaikwad should make such proposals to the Peshwa as might give him the choice of adjusting matters without a reference to arbitration. He would therefore, he said, communicate with the Minister and would not require my interference till his attempts to negotiate should have failed. He however wished me to examine his arguments and those of the Peshwa and to concert with him the best means of pleading the Gaikwad's cause, when the matter should come to an arbitration. This I declined, as being obviously inconsistent with the character of arbitration, which belonged to the Government I represented. At the same time I explained that I admitted no such proposals from the Peshwa's Ministers.

1814 *Fort William, 6th May, 1814 (1814, P. D. 412)*

J. Adam, Secretary to the Supreme Government, to Francis Warden.

Bombay advised not to interfere Your dispatches on the subject of the claims of the Peshwa against the Gaikwad have been duly submitted to the Governor-General-in-Council. The letters of the Resident to your address on the same subject have also been submitted to the Governor-General-in-Council, and the Government of Bombay will have been apprised by the Resident of the progress made by Gangadhar Shastri in the object of his mission to Poona.

The perusal of the documents, produced by the Government of Poona and Baroda in support and in refutation, respectively, of the demands of the Peshwa has satisfied the Governor-General-in-Council of the difficulty if not impracticability of any satisfactory investigation

of that question by this Government. It is indeed an inquiry that, from the general superintendence exercised by the Government of Bombay over the concerns of the Gaikwad and our alliance with that State, as well as from the vicinity of the two Governments to the Presidency of Bombay and consequent facility of reference and inquiry, obviously on every ground of propriety and efficacy comes in the first instance within the province of the Right Hon'ble the Governor-in-Council.

This indeed seems to be the view taken by the Right Hon'ble the Governor-in-Council, as it appears from the tenor of your letter to the Resident at Poona of the 10th November, 1813, that the Right Hon'ble the Governor-in-Council was prepared to undertake the inquiry, as soon as the result of the Shastri's negotiation should be known.

It is however for many reasons so extremely desirable that the points in dispute should, if practicable, be adjusted by negotiation between the two Maratha Governments, that it will afford His Excellency-in-Council a high degree of satisfaction to find that the interposition of the British Government will not be required.

Minutes, 8th June.

Ordered that a copy of the preceding letter be sent to the Resident *Orders* at Baroda for his information, acquainting him that the Governor-in-Council is decidedly of opinion that the points in discussion should, if possible, be arranged by the two States without the interposition of the British Government; and Captain Carnae should therefore make this opinion known to the Gaikwad Government at the first convenient opportunity.

Poona, 9th June, 1814, (1814 P. D. 413)

1814

Mountstuart Elphinstone to Francis Warden.

I have the honour to acquaint you that I have received a copy of *Ready to* the dispatch, addressed to you by the Secretary to the Supreme *help* Government in the Political Department, on the subject of the investigation of the Gaikwad claims; and that I shall hold myself prepared to furnish any information required by the Right Hon'ble the Governor regarding the Peshwa's claims and the arguments by which he supports them or any other subject which may assist him in his decision of the disputes between the States.

Bombay Minutes, 14th June,

Ordered that the Resident at Poona be informed that, although *Neutral* the British Government is bound by treaty to become arbitrators between the Peshwa and Gaikwad, this Government entirely agrees with His Lordship-in-Council in opinion that it would be desirable that the two Governments should effect an adjustment by themselves, and the Governor-in-Council has accordingly expressed his opinion on this subject to the Resident at Baroda for the information of the Gaikwad authorities.

1814 Poona, 22nd June, 1814 (1814, P. D. 413)

M. Elphinstone, Resident at Poona, to Governor-General-in-Council.

Slow negotiations 3. I pressed the expediency of His Highness's adjusting his disputes with the Gaikwad without recurring to arbitration, and remarked that Gangadhar Shastri had come here purposely to promote that desirable event; and that I trusted His Highness would give some proofs of a desire to bring the disputes to a friendly termination. His Highness professed his readiness to do so, and said that he had given the Minister full powers to settle with the Shastri, who had begun a negotiation, but had since broken off; and that it was now six weeks since His Highness had had any communication from him.

4. I answered that the Shastri had been very anxious to wait on His Highness, but that His Highness had required some person should be present at the interview on my part; that I had declined sending any person from a desire that the intercourse between the States should be unrestrained; and that His Highness appeared afterwards to have given up all thoughts of receiving the Shastri, who continued exceedingly anxious to be honoured with an interview. I then asked what the Gaikwad had done to render it necessary to treat his vakil with a degree of distance and distrust which was shown to no other Minister. His Highness replied that the Gaikwad had done nothing; but that, when I knew Gangadhar Shastri as well as His Highness did, I should not wonder at the precautions adopted against him. His Highness said he had seen a great deal of this person, who had been employed to negotiate his first marriage with a lady of the family of Phadkia, that he had found him beyond measure contentious and overbearing; and that, if he were to venture to give him an audience without the presence of a member of the British Residency, he was uncertain to what pitch the Shastri might carry his disrespect, or what colour he might afterwards give to the events of the meeting. After some further conversation however the Peshwa softened his tone; said he would make a point of seeing the Shastri on his return from Pandharpur; that he would leave the Bhau with full powers to come to an agreement with the Gaikwad, and would do his best to bring about an adjustment; but he added that he had not the least hopes that anything would be done without our interposition.

Co's interference 5. On my communicating His Highness's readiness to negotiate to the Shastri, that Minister avowed his conviction that the negotiation would lead to nothing. He said an attempt to settle with the Peshwa's Minister, without larger bribes than the Gaikwad treasury could afford, was a mere loss of time; but that in the present case loss of time was not inconvenient to his Government, and he had no objection to commence in the manner proposed. I am afraid no great results are to be expected from conferences opened in such a spirit on both sides: a short period must however determine whether our arbitration is necessary or not; and when that is known, I shall address the Right Hon'ble the Governor of Bombay and be guided by such directions as he may furnish me with.

Surrender of Ahmadabad 6. The Peshwa did not mention the surrender of Ahmadabad; but the six days, which I had stipulated for, having elapsed, I received a message from the Bhau calling on me for the orders of surrender

I shall immediately furnish him with a letter to the Resident at Baroda; a mode of proceeding which the Shastri prefers, and which he promises shall occasion no delay on the part of his Government.

7. The Shastri continued to the last to try every expedient that afforded a hope of obtaining a renewal of the lease to the Gaikwad. On the evening before my visit he came to me to beg that I would endeavour to put off the delivery of the orders of surrender for some days, and in the meantime employ Khusruji Seth, the accountant of the Residency, to prevail on the Peshwa to renew the lease. He said that natives understand one another better than we do, and had recourse to arts which we did not practise; that the Seth might therefore still succeed, and that his (the Shastri's) intelligence led him to think such would be the case. At all events, we should gain some time to allow the Peshwa leisure to reflect on the impolicy of his conduct. I did not conceive this plan likely to be attended with any advantage; and as the facts stated by the Shastri were not more at variance with his original opinions than with a piece of information he lately communicated to me (that Khusruji had had a secret meeting with the Peshwa, at which he laid his turban at His Highness's feet, to entreat him to renew the lease) I did not think his intelligence worthy of much credit. I therefore stated these arguments to the Shastri, avowed my reluctance to quit my ordinary way of doing business without a motive, and declared that I thought gaining time of no use, if Ahmadabad was to be given up after all, and we to sustain the loss of reputation inseparable from affected delay.

8. His Highness the Peshwa set out on the 21st for Pandharpur, from which place he will return in the space of a month.

Baroda, 26th June, 1814 (1814, P. D. 413)

1814

James R. Carnac to Francis Warden.

1. I have had the honour to receive your dispatch dated the 8th of this month, giving cover to a copy of a letter from the Secretary to the Supreme Government relating to the adjustment of the claims of the Peshwa against the Gaikwad State. *Non-interference*

2. Having had the opportunity of seeing Fatesing Gaikwad, the sentiments of the Right Hon'ble the Governor-in-Council and those of the Supreme Government on the expediency of arranging the accounts of the two States without the interposition of the British Government, were communicated to His Highness in the specific terms of the letter now acknowledged.

3. The Gaikwad Government being only solicitous for a full and impartial investigation, a desire coeval with its connection with the Company, feels no hesitation in acquiescing to any mode by which this object can be obtained; encouraging a thorough confidence that the exposition, which an investigation will occasion, must determine the delusive character of the first principles of the Peshwas assumed supremacy and the systematic opposition of the Gaikwad to its recogni-

tion. The history of the connection between the Peshwa and Gaikwad and the various donations made by the latter on occasions of emergency to secure the support of the Peshwa, though under no acknowledgement of the supremacy asserted by His Highness, has so repeatedly been submitted to Government that it cannot be necessary to recapitulate the subject in this place. Under the sentiments however of the parties and the natural disinclination of the Peshwa to resign any advantage which he has obtained by the treaty of Bassein, it will, I fear, prove difficult to prevent the disputes from being submitted to our arbitration, the Peshwa reiterating his title of all his claims, and the Gaikwad resisting the principle on which they are founded, and preferring counterdemands, leaves scarcely any alternative but a reference to the Company under obligations we have contracted to both parties. The Court of Poona will entertain expectations that the proof of the Gaikwad having formerly paid certain sums a sufficient evidence of the justice of its present demands. On the other hand this Government under the stipulation of an article of its own treaty with the British Government (antecedent to any alliance between the Company and Peshwa) will feel authorised requiring us to scrutinise the causes of any connection and the justice of the means by which it was created; leaving it a question of subsequent decision how far the payment of sums, received by the Peshwa, has arisen out of such a connection treacherously, for such a discussion must involve considerations affecting the general interests as territorial acquisitions of the Peshwa in Gujarat; but, if we reject an investigation in the origin of the assumed connection, the power and territory of the Gaikwad, under the operation of this principle of arbitration, are likely in some measure to be reduced to the aggrandisement of those of the Peshwa. For whatever may be the validity of the counterclaims of this Government, as the whole of these claims are not of a lasting nature, while those of the Peshwa entirely partake of this character, the result may produce an alienation of its present resources. It is therefore highly desirable, with a view of avoiding a decision, the justice of which may not be satisfactory to both parties from the peculiar origin and progress of their connection with each other, that the two Governments come to an accommodation independent of our interposition.

4. The Gaikwad Government, I should conceive, would have no objection to pursue the former system, under certain advantages, and with a due regard to their present circumscribed means comparatively with former times. But such a settlement, it would be expected, would divest the Peshwa and the Gaikwad from a title of appealing hereafter to the mediation of the British Government.

5. The delay and procrastination, incidental to all transactions with the Poona Darbar, has given much uneasiness to the Gaikwad Administration. The occupation of four months in discussions respecting Ahmadabad has engendered serious apprehensions that the adjustment of the more important concerns now pending will be greatly protracted to the injury of the Gaikwad Government, which is now compelled with due regard to its own respectability to main-

tain an expense on account of the mission to Poona, which the state of its finances cannot justify.

6. In reporting this circumstance and in advising the Right Hon'ble the Governor-in-Council that the incurrence of new debts by this Government is exposing ourselves to fresh responsibility, I beg leave earnestly to suggest that Gangadhar Shastri and Bapu Mairal may be speedily dismissed by His Highness the Peshwa, a measure, in as much as regards the former person, not only necessary for consideration of economy, but that his presence is required for the immediate service of his Government.

Minutes, 7th July.

Ordered that a copy of the preceding letter be sent to the *Orders* Resident at Poona for his information and with the request of this Government that he will be pleased to exert his best endeavours for expediting the return of Gangadhar Shastri and Bapu Mairal to Baroda for the reasons assigned by Captain Carnac in the 5th and concluding paragraphs of his letter, of which he is to be advised accordingly.

Poona, 12th July, 1814 (1815, P. D. 414)

1814

Mountstuart Elphinstone to Francis Warden

[As to] the Peshwa's claims on the Gaikwad and the necessity of a speedy adjustment of the points in dispute, so as to allow of the return of Gangadhar Shastri and Bapu Mairal, I shall first state the present progress of the negotiations of those Ministers and then submit my opinion as to the best means of bringing them speedily to a close. *Negotiations*

The claims and counterclaims of the Peshwa and the Gaikwad have long since been interchanged in writing, and no further progress has been made regarding them since the Shastri's arrival. That Minister's plan was to open a confidential communication with the Minister, though he was not of opinion that such an intercourse or, indeed, any other means would succeed in effecting an amicable arrangement. In pursuance of his plan he has repeatedly sent Bapu Mairal to Sadashiv Mankeshwar, and many friendly professions have passed between those Ministers; but in the actual negotiation they have confined themselves to calling on each other to propose terms, which neither party seems willing to do. It is obvious that this course can never lead to any termination, and that it is necessary for one of the parties to make some overture to the other. The Peshwa's Minister has shown an inclination that way by telling the Gaikwad's, though in very general terms, that his Government was prepared to make a large remission of the payments, which were justly due to it; and as it seems to be admitted on all hands that the Peshwa will have something to receive, I have done all in my power to encourage this disposition in his Minister, and have pressed the Shastri to meet him by showing a similar readiness to make some sacrifice. If this were once done with frankness on both sides, there would only remain to settle through common friends what the Gaikwad

would give, and what the Peshwa would be content to receive, and the negotiation would be concluded or broken off in the course of a few days. But Gangadhar Shastri, though he admits his readiness to pay a very considerable sum, will give no hint of his disposition to the Peshwa's Ministers, who on the other hand will say nothing specific respecting the amount to be remitted by the Peshwa.

Arbitration The only plan, therefore, that occurs to me for the speedy termination of the discussion is for the British Government to accede to the desire, so strongly expressed by both Governments, and take the arbitration of their differences on itself.

In that case I do not think there will be anything to apprehend from the procrastination of the Court of Poona, as in this instance at least His Highness the Peshwa shows a sincere desire for the speedy adjustment of the dispute. The Right Hon'ble the Governor is already apprised that the delay in settling the question about Ahmadabad was solely to be ascribed to my endeavours to avoid the necessity of calling on the Gaikwad to surrender the Peshwa's share of that city. The Peshwa himself had nothing so much at heart during the whole of the discussion as the prompt execution of the engagement concluded by means of Sir Barry Close.

*Baroda
ntion* Before I close this dispatch, I must remark on the Resident at Baroda's objection to the Peshwa's claims on the ground of injustice of the means by which they were created. This probably alludes to the perfidious seizure of Damaji Gaikwad, which has often been alluded to by the Gaikwad's wakil; but those Ministers seemed to bring forward that transaction with the intention of rendering the Peshwa's claims odious, and of securing a favourable hearing to their own, and by no means to have entertained any thoughts of denying the validity of those claims altogether. The principle on which they are now contested, is one of great importance to the Peshwa, since, if it were acted up to, and His Highness compelled to part with all that has been acquired by the violence or bad faith of his ancestors, he would be stripped of the greater part of his dominions, and his title to the remainder would be very doubtful. But, even if the foundation of the Peshwa's rights over the Gaikwad could reasonably be denied, I apprehend that the British Government is no longer at liberty to dispute them after its recognition of them in the 14th article of the treaty of Bassein and still more explicitly in the 8th article of the treaty of Salbai.¹

1814 *Bombay*, 21st July, 1814 (1814, P. D. 414)
Bombay minute.

*Shastri's
task* The Resident seems to be fully impressed with the propriety of the return of Gangadhar Shastri and Bapu Mairal, were no other considerations to bear on the question than the great expense attendant on the mission. There can be no doubt that the only means of bring-

1. Incidentally the question may arise to what extent the British authorities were justified in guaranteeing to the Peshwa so-called rights, which were merely the result of treachery. Can it be stated that the guaranteeing of such rights, even by treaty, constitutes a moral obligation?

ing the question of the pecuniary claims of the Peshwa on the Baroda Government to a conclusion will be by a direct specific proposition; and that proposition, for the reasons Mr. Elphinstone has stated, ought to be made by the last mentioned State. The amount to be offered however is matter of serious importance, considering the extent of the claim asserted, as, in the event of any inadequate sum being proposed, it must be expected to terminate unfavourably; and on the other hand, the payment of any sum, beyond what might become absolutely necessary to the adjustment of the fair and justifiable claims of the Peshwa, would operate to the distress of the Gaikwad State. This point could however be best determined on a consultation with Captain Carnac, who is completely informed upon the subject; and in order to prevent any delay we shall refer it to his consideration; but, in case the Shastri should already be apprised of his opinion on that head, we should not wish to retard the progress of any proposition that may be consistent with the principles to which we have adverted.

Supposing the Shastri should not bring the subject speedily to an amicable termination, the British Government is bound to arbitrate between the two States; but it must on every account be desirable that their differences should be adjusted without our interference, as we should find it impossible to satisfy both, and probably be able to satisfy neither.

It is justly observed by the Resident that, whatever means were originally adopted to establish the claims against the Gaikwad, the time has long since passed to enter into the merits of the proceedings on which those concessions were agreed to be made; and that, if the adjustment of the demands should be left to us, we should feel considerable difficulty in destroying their validity by any act to which we should be now at liberty to have recourse.

Copies of the Resident's letter should be transmitted to the Resident at Baroda with a desire that he would furnish us with his sentiments on the different points, to which these communications relate, in an open and unserved manner, without being in any degree influenced by any impressions which may have been formed by us or by the Resident of Poona, as we are anxious that means should be adopted for bringing this long protracted discussion to a conclusion in a way that may be most consistent with the principles of equity and justice.

Poona, 1st August, 1814 (1814, P. D. 414)

1814

Mountstuart Elphinstone to Francis Warden

He [*the Peshwa*] then complained of the delays that were taking place in the adjustment of his disputes with the Gaikwad. He said his Minister had held several conferences with Bapu Mairal without making the smallest progress, and expressed his conviction that nothing was to be done without a decision on our part. I told him that the Shastri had already informed me of the substance of the conferences between Bapu Mairal and the Bhau, that I was happy to observe a very conciliatory spirit on the part of the latter, and that,

Negotiations

as the Gaikwad Government was also desirous of accommodating matters, I hoped that another meeting or two would bring things into a train for adjustment.

Arbitration I added that His Highness must remember that many of his claims would probably be set aside on an investigation, and that in the present impoverished state of the Gaikwad's finances he could not expect full payment even of what was decreed to him. The Peshwa said he should not complain of any decision, which the British Government might pass on his claims, and that he had no doubt of his just demands being satisfied, since as long as the Gaikwad possessed revenue and territory, he could always pay his debt by an appropriation of a portion of one or other of those resources. He however said he would try once more, after which he hoped we would begin on the arbitration. The Shastri is equally positive that nothing will be produced by the present negotiation, and on the whole I would recommend to the Right Hon'ble the Governor to begin at once on the arbitration, if the next experiment fails.

1814 *Poona, 7th August, 1814 (1814 P. D. 414)*

Mountstuart Elphinstone to Francis Warden.

Arbitration I yesterday evening received a visit from Gangadhar Shastri. He came to inform me of the result of an interview between the Peshwa's Minister and Bapu Mairal, which I am sorry to say is unfavourable to the mode of adjustment desired by the Right Hon'ble the Governor.

It appears that in the beginning of the conference each party pressed the other to make some distinct proposal, and that Bapu Mairal having at length professed the inability of the Gaikwad to pay anything, the Peshwa's Minister had proposed to refer the matter to the British Government, to which he other consented with a show of reluctance.

I shall probably receive some message on this subject from the Peshwa in the course of this day, but I shall withhold any formal acceptance of the office of arbitrator by the British Government, until there shall have been time to allow the Right Hon'ble the Governor to receive Captain Carnac's answer to the reference made to him, and to direct, if necessary, a further trial for and accommodation by means of an offer on the Gaikwad's part. The Shastri however is of opinion that the Gaikwad will be unwilling to consent to any such experiment, and in that case it will be difficult to avoid entering on the arbitration without delay.

I take this opportunity of acknowledging your letter dated 8th ultimo on the subject of Govindrao Banduji. That person is still at Poona; but I have not thought it expedient to make any demand for his removal, as Gangadhar Shastri strongly objects to the new measure, and I concur in his principal reason that it would be almost impossible to bring any proofs of Banduji's guilt, sufficient to secure the fulfilment of a demand for the seizure of his person.

Minutes, dated 12th August, 1814.

Orders

Ordered that a copy of the preceding letter be sent to the Resident at Baroda with instructions to communicate the purport of it to the Gaikwad Government and endeavour to prevail on the Administration to suggest the extent and amount of the compromise it may be disposed to make for satisfying the demands of the Peshwa.

Baroda, 8th August, 1814 (1814, P. D. 414)
James R. Carnac to Francis Warden

1814

15. I have now the honour to advert to the concluding part of the letter from the Resident at Poona, relating to the negotiations at present in progress between the Gaikwad and Peshwa's Ministers. In reviewing what has passed, considerable allowances must be made for the inability of the Gaikwad to answer the demands against him, and that he cannot be considered as a free agent in the decision of the question. The perfect acquaintance, which Government possess of the condition of this State, will preclude the necessity of my remarking in detail on its incompetency to meet a burthensome claim. It is enough in exemplification to call to the attention of those interested in the present discussion with Poona that the revenues of the Gaikwad are, at this period, and for some time to come, mortgaged under the security of the Company for the liquidation of his pecuniary embarrassances. Under such circumstances of difficulty and distress it was a hazardous experiment to make a proposal to the Peshwa, when its performance was contingent on the responsibility and assistance of the Company.

16. The observations contained in the 9th paragraph of your dispatch to Mr. Elphinstone aptly apply to this predicament of affairs, and it is well known as a uniform practice among the natives in money transactions that the first proposal is considered far short of the ability or disposition of the parties preferring it. Influenced by such important motives, Gangadhar Shastri has abstained from committing his Government in any positive engagements; a course of proceedings which, it is clear, was only justifiable under the embarrassments to which I have alluded. In order however to induce the Peshwa's Minister to estimate the means of this Government, the state of its finances has been unreservedly exposed; and he has requested repeatedly to name the amount which would satisfy the Peshwa; but without effect. The causes for hesitation unfortunately operating with the Gaikwad, a studied silence has been observed, beyond an offer, in general terms, of a considerable remission. The extent of this remission has never been specified, and the Gaikwad Ministers are aware that one-eighth of the total demand would be ruinous to their Government.

17. The observations submitted in my dispatch of the 28th of June adverted to the right of the Gaikwad to demand an inquiry into the origin of his connection with the Poona State. Although the British Government may have guaranteed the Peshwa's possessions, it does not follow that the Gaikwad cannot dispute a dependency, the justice of which he has always disavowed and some times resisted.

18. If the stipulations of the treaty, on which the Peshwa rests his claims, have not on any occasion been willingly or fully admitted by the Gaikwad, and if, on investigating, it should be proved that the Peshwa's demands were irregularly discharged, and that from inability or any other operative cause enormous remissions were made under the comprehensive term "sut", the British Government cannot surely decide that the Peshwa is now entitled to all that the exact letter of the treaty confers, and not allow the Gaikwad the benefit of the manner in which it was afterwards observed.

19. It is with the view of obtaining in the approaching inquiry such an interpretation of the treaty, as the latitude afforded by transactions subsequent to its formation will admit, and not decidedly to dispute the Peshwa's right to his usurpations, that the Gaikwad urges the consideration of the primitive connection. He would then only be subjected to a pecuniary loss, whereas he might otherwise be deprived of the greater part of his dominions, and our treaty with him be reduced to a dead letter.

20. Desirable as it is that the Native States should come to an understanding without our interference, I have not a hope that Peshwa would be satisfied with the sum the Gaikwad can afford. Indeed it would be difficult to determine the amount the Shastri would be justified in offering; for, whatever it might be, a loan must be raised for its discharge; fifteen or twenty lakhs of Rupees is probably the utmost to which this Government could accede.

21. When the question is brought to issue between the Ministers of the two Governments, and their discussions prove productive of nothing conclusive, I agree with the Resident at Poona that a decision must be formed by our arbitration. The Gaikwad will then adduce, in addition to all his other arguments of no inconsiderable weight, the stipulation in the eleventh article of his definitive treaty with the British Government for an indulgent consideration of his impoverished condition.

Resolutions, 24th August.

Suggestion

Upon the important question treated in the concluding paragraphs Mr. Elphinstone will observe from Captain Carnac's report the amount which the Gaikwad is ready to offer with the view of compounding the claims and counterclaims between the two States. The Governor-in-Council entertains no hope that the Peshwa will accept so small a sum; and in that event it would be extremely desirable that Mr. Elphinstone should ascertain the amount, with which His Highness would feel satisfied, on a liberal consideration of the complicated nature of the whole transaction. Possessed of such information as this, Government might probably be able to prevail upon the Gaikwad to acquiesce in the compromise, provided the conditions should be within the bounds of a seasonable demand.

1814 *Poona, 24th August, 1814 (1814, P. D. 414)*

Mr. Elphinstone to Francis Warden

Advice

I then entered on the subject of the Peshwa's disputes with the Gaikwad and prepared the way for some specific offer on the part

of the latter Prince by endeavouring to impress on His Highness the impossibility of his realising all his claims, even if they were all admitted, and the Gaikwad's whole country sequestered for the payment.

I explained to him in general terms the income and expenditure of His Highness the Gaikwad and the amount of his existing debts, and showed how small a fund remained to satisfy the Peshwa's demand; after which I reminded him of the probability that many of those demands may be set aside in the arbitration. His Highness replied that he was prepared to make large remissions on account of the Gaikwad's poverty; but that he conceived it was a previous step for the British Government to decide according to the Treaty of Bassein the amount to which he was justly entitled; after which he would determine, in concert with the British Government, the degree of consideration that was to be shown to the Gaikwad beyond the line of strict justice.

I assured him that, if negotiation failed, the Right Hon'ble the Governor would examine the justice of his demands, taking a general survey of all the circumstances that bore on the case; but I added that he had better reflect that by the result of an arbitration he could not gain more than the Gaikwad had to give, and he might gain less. It would therefore be prudent to close with any offer of the Gaikwad, which might appear proportioned to his means, without caring whether it approached the amount claimed by His Highness or not.

Baroda, 31st August, 1814 (1814, S. D. 287)

1814

James R. Carnac to Francis Warden.

1. I have had the honour to receive your dispatch of the 12th of August, enclosing copy of a letter from the Resident at Poona. *Baroda attitude*

2. Having communicated with His Highness Fatesing, the result has not produced any specified offer for a compromise with the Poona Government.

3. The claim is denied and asserted as a usurpation, which nothing but the interference and power of the Company induces Fatesing to admit of being discussed. In general terms His Highness tells me that he confides in the justice of the British Government, and that he is convinced the consequences of his intimate alliance with us will never prove injurious to his just interests.

4. With such feelings, I see no course capable of settling the dispute except by our medium. The observations contained in my dispatch of the 8th instant referred to the ability of this Government and not to its consent to pay the specified amount.

Poona, 21st September, 1814 (1814, S. D. 287)

1814

Mountstuart Elphinstone to Francis Warden

I have the honour to acknowledge the receipt of your letter enclosing a dispatch from the Resident at Baroda, in which that *Gangadhar Shastri's* officer reports the refusal of His Highness Fatesing Gaikwad to make *proposal* any offer whatever to His Highness the Peshwa.

Previously to the receipt of this communication, a plan had been proposed to me by Gangadhar Shastri, in which I concurred, and which I was about to carry into effect. It was to offer the Peshwa 50 lakhs of Rupees (to be paid within three years,) provided he would renounce his claims for arrears, and grant the Gaikwad Ahmadabad for five years at a rent of eight lakhs per annum.

I was by no means sanguine in my hope of the success of this plan, especially as it involves the restoration of Ahmadabad to the Gaikwad; but I meant to have tried, if I had not received this last intimation of the Gaikwad's intentions. The Shastri still continues to request that I may proceed with it, alleging that he has letters from Fatesing of a date subsequent to Captain Carnac's interview, and I am confident that no offer, which promises less advantage to the Peshwa than that now under discussion, will be accepted. But after the explicit declaration of the head of the Gaikwad Government, I think it proper to solicit the instruction of the Right Hon'ble the Governor before I advance further.

If the proposed plan is to be carried into execution, the success of it will in a great measure depend on my being able to convince the Peshwa of the Gaikwad's inability to make any payment beyond that which is to be offered for this purpose. I have already acquainted His Highness with the state of the Gaikwad finances, as communicated to me by Gangadhar Shastri; but it would give the statement great weight, if I could bring it forward on the authority of the British Government. For this reason I beg leave to request that I may be furnished with a copy of the latest account of the Gaikwad's income, disbursements and debts, that is in the possession of Government and can be forwarded without delay.

Bombay reply to Elphinstone, 23rd September, 1814.

*Qualified
approval*

I am directed by the Right Hon'ble the Governor-in-Council to acknowledge the receipt of your letter of the 21st instant, stating that Gangadhar Shastri had submitted a proposition (in which you had concurred) of offering the Peshwa 50 lakhs of Rupees payable by instalments in three years, provided His Highness would renounce his claims for arrears, and grant the Gaikwad Ahmadabad for five years at a rent of eight lakhs of Rupees per annum.

The short period, within which you require a reply to this proposition, combined with a knowledge of the extent of the offer to which the Baroda State had appeared determined to remit the amount of the compromise, as already communicated to you, has involved the Governor-in-Council in some difficulty as to the propriety of affording you an explicit and final reply to that proposition.

In as far as however the Governor-in-Council has investigated the claims of the Peshwa on the Gaikwad State, he is disposed to consider the payment of 50 lakhs of Rupees as a final adjustment of those claims, and with the consideration of the farm of Ahmadabad being continued for five years longer at a rent of eight lakhs of Rupees per annum, as an arrangement favourable to the Gaikwad State.

But, as in any adjustment of this description, this Government must guarantee the payment of the amount of the compromise, the Governor-in-Council cannot, on the ground of the financial measures of this Government being entirely under the control of the Supreme Government, afford any positive pledge for the fulfilment of that arrangement without the sanction of the Supreme Government.

If therefore you could conclude an arrangement, subject to that confirmation, the Governor-in-Council will, as far as it may depend upon his authority, readily support it by the recommendation of this Government as being a compromise in every respect favourable to the Gaikwad State.

Bombay, 21st September, 1814 (1814, S. D. 287)

1814

S. Babington to M. Elphinstone

An account is given of Sitaram's intrigues at Poona with a view *Sitaram* to obstruct the financial negotiations and to regain his former position in the Baroda State.

See No. 3. *Sitaram's Intrigues.*

Poona, 18th October, 1814 (1814, S. D. 288)

1814

Mountstuart Elphinstone to Francis Warden.

On learning the proceedings that had been adopted against *Banduji* Sitaram at Baroda, I consulted Gangadhar Shastri on the steps to be *to stay* taken in regard to Govindrao Banduji; and I entirely concurred in his opinion that Banduji had already done his worst, and that to demand his seizure or expulsion from Poona at this period would be attended with no benefit to the Gaikwad Government, while the first of these demands was likely to irritate the Peshwa, and the second to induce a suspicion that the Gaikwad was afraid of exposing his disputes with the Peshwa to the eye of a person so experienced as Banduji. It was therefore determined to mention this last idea to His Highness and tell him that the Shastri intended to prove how little he feared a scrutiny into the Gaikwad's accounts by allowing Banduji to remain here till the present negotiations were concluded; that however he trusted to the Peshwa's good sense for weighing that emissary's sentiments; and that I should reserve the right of demanding his seizure if I found his intrigues continued.

I had yesterday a meeting with the Peshwa, which had been *Sitaram's* suspended for a month by the intervention of Hindu holidays and by *conduct* the interruption to business occasioned by the death of the Minister's son. I then made the intended communication, at the same time informing the Peshwa in a few words of the attempts of Sitaram to subvert the Administration of Baroda, and of the measures that had been adopted to restrain his turbulence. His Highness replied that he was at a loss to discover the guilt either of Sitaram or Banduji. He said the Gaikwad was his subject, and Sitaram an officer of his appointing; that it was therefore Sitaram's duty to report to His Highness; and that instead of being blamed for doing so, he would have been culpable, had he omitted it.

I replied to this by admitting that the Gaikwad had owed military service and tribute to the Peshwa, but I denied His Highness's right to nominate the Gaikwad's Diwan, and observed that, if he had such a right, he had not exercised it in the case of Sitaram; and even if he had done so, it would not justify that person in his attempts to disturb His Majesty's Government. I added that I had heard reports of His Highness's having encouraged him in his intrigues, but that I had too high an opinion of His Highness's good sense and good faith to believe them.

*Peshwa's
claims*

This did not repress the tone which His Highness was adopting; for he went on to assert his right to interpose in the affairs of his subject or vassal the Gaikwad, and said that the present was a case where his interference was especially required, as the Gaikwad himself was suffering the utmost oppression. He added that, if I would retire to another room, he would show me hujras and other confidential messengers of the Gaikwad, from whose accounts I would be convinced that the present Administration of Baroda was framed entirely by the intrigues of Gangadhar Shastri, and was introduced with the utmost violence to the feelings of Anandrao or of both the Gaikwads.

I answered that I could see none of the persons mentioned, whom His Highness had no right to receive; that I had ample means of knowing the falsehood of their statements by the communications of the British Resident at Baroda; and that I was astonished to perceive that His Highness, while engaged in a negotiation with the Government of Baroda under the mediation of the British, was clandestinely encouraging a separate correspondence directed to the subversion of that very Government.

The Peshwa defended himself against this charge by alleging that the treaty of Bassein established our right to arbitrate the differences between him and the Gaikwad, but nowhere contained any insinuation to the prejudice of his sovereignty over that Chief; and that he did nothing inconsistent with his negotiations regarding his pecuniary disputes, when he exercised his undoubted right of interfering to preserve the Gaikwad family; but that, if the British Government was resolved to deny his rights over all his sardars in turn, he had nothing left but to submit to their decision.

I told him that the British Government had given repeated proofs of a disposition very inconsistent with any encroachment on his rights, and that I begged he would reconsider the claims he was advancing, as they were destructive of the treaty of Baroda, which His Highness had recognised and even of some material articles of the treaty of Bassein.

His Highness agreed to my proposal and said he hoped to see me again in two or three days, when we would both have maturely considered the subject. I said I should be very happy to attend His Highness, but I thought the present subject of discussion had better not be revived, as His Highness's claims were inconsistent with the established relations between the States concerned and incompatible with the existence of the Gaikwad State.

Though there was no sign of ill humour in the Peshwa's manner during the above conversation, yet it will be obvious, from the nature of the arguments used by His Highness, that there was no chance of advantage from opening the Gaikwad's proposals for compromising the Peshwa's claims. It even appears doubtful how far it will be prudent to bring them forward at all, with the Peshwa's extravagant pretensions and his determined enmity to any offer that Minister may propose.

Bombay orders.

Ordered that copy of the letter above recorded be transmitted to *Shastri's* the Resident at Baroda for his information, suggesting to him the *recall* propriety of his explaining to Entesing (when His Highness shall be capable of transacting public business) the little probability there appears of Ganpadhar Shastri's being any longer employed at Poona with advantage to the Gaikwad State, and that rather than continue unnecessarily the expenses attending the Shastri's mission, it would appear to be advisable that he should return to Baroda.

Poona, 27th October, 1814 (1814, S. D. 283).

1814

Mountstuart Elphinstone to S. Babington.

On the 20th I waited on the Peshwa's Minister and told him that *Peshwa's* I had received an invitation to meet the Peshwa; and that, as His *pretensions:* Highness might renew his claim to a right of interference in the Gaikwad's domestic transactions, I wished to give the Minister an opportunity of persuading him to forbear doing so and of pointing out the impossibility of my admitting his pretensions.

2. The Minister answered that, without renouncing the Peshwa's right, he would say that His Highness had no wish to interfere in the ordinary internal concerns of the Gaikwad Government; but that, when the Gaikwad himself was a prisoner, it was time for His Highness to interpose, to preserve the existence of his feudatory State. I soon discovered that the Minister really believed that Anandrao Gaikwad had been placed in confinement at the same time with Sitaram; and on my expressing my astonishment at his giving credit to so idle a story, he read me a letter from one of the persons, who was sent to receive charge of Ahmadabad; in which it was stated that the Gaikwad was under a guard, and that all access to him was entirely cut off. On my utterly denying the truth of this statement, the Minister proposed that I should send a person along with two hujras of the Peshwa's, who should be admitted to the presence of Anandrao and should ascertain from his mouth whether he was or was not under restraint. I said nothing would be easier than to afford such a proof of the Gaikwad's freedom; but that, considering the view His Highness had taken of his connection with the Gaikwad, it was necessary to be guided in our proceedings by the treaties relating to that Prince; and these did not appear to me to authorise any interference on His Highness's part.

3. This led to a discussion respecting the Peshwa's rights over the Gaikwad, in which the Minister maintained that the Peshwa was.

the Gaikwad's sovereign and his natural protector, and that this relation was proved by the agreement drawn up by the last Gaikwad, Govindrao. He produced this agreement, in which it was admitted that the Gaikwad's lands belong to the Peshwa, and were to be held by the Gaikwad in virtue of His Highness's grant. It also stipulated for the Gaikwad's being allowed to call one of his own Ministers to account for some malversations and for the Peshwa's non-interference in his disputes with two of his own relations. The Bhau contended that none of these powers of the Peshwa's were affected by our treaty, which was avowedly entered into without any design of interfering with his rights; and that His Highness was therefore still bound to protect the Gaikwad.

4. In reply I observed that the object of the 14th article of the treaty of Bassein clearly was the acknowledgment of our treaty with the Gaikwad by His Highness; and that object was not to be defeated by any phrase incidentally introduced into the preamble. That His Highness's rights therefore were only to be preserved as far as they were consistent with the treaty of Baroda; and that from the language of the 14th article I should have understood that his Highness did not, at the time it was signed, pretend to any rights incompatible with that engagement. That his present pretensions however were entirely inconsistent with its existence, as a Chief in a State of such immediate and strict dependence would have no means either making or keeping a treaty.

5. The Minister said that to keep a treaty, the Gaikwad must be free; and asked who was to interfere in his favour, in case he were imprisoned; and on my answering that the treaty of Baroda expressly assigned that duty to the British Government, [*he said that we*] then claimed the sovereignty over the Gaikwad State. I told him the British Government advanced no such pretension; that the Gaikwad was undoubtedly dependent on the State of Poona, though I could not pronounce on the degree of his dependence; while the subject was likely to come under the arbitration of the British Government; but that I had no hesitation in saying that the Gaikwad was his own sovereign, as far as regarding the administration of his government, as was indeed sufficiently evident from the nature of the treaty he had concluded with us.

6. The Minister now said that at all events this independent sovereignty (if it existed) ought to reside in the Gaikwad and not in Gangadhar Shastri; and he went into a declaration on the thralldom to which the Gaikwad was reduced, and the hardships he suffered from the overgrown power and the influence of his Minister; which I interrupted by observing that, considering the Bhau's acquaintance with the nature of our engagements to the Gaikwad and with the state of our power at Baroda, I could not but regard his present statement as a reflection on the British Government; and that I was certain the Governor-General would be surprised to hear of such an imputation in a member of the Peshwa's Government.

7. The Minister recurring once more to the Peshwa's sovereignty and the necessity it imposed on him of interposing in favour of the

Gaikwad, and enlarging on the hardship of supposing that His Highness lost any part of his authority by treaty between his dependant and a Power so friendly as the British, I was obliged to remind him that, when the treaty of Baroda was concluded, the Maratha Government was in the last stage of a decay, which had commenced long before the present Peshwa's accession; that all the great branches of the Empire had fallen off and established separate governments with the sole exception of the Gaikwad, whose connection with the Peshwa (as far as it still subsisted) was entirely owing to the treaty of Baroda. It would therefore be in the highest degree unreasonable in His Highness to complain of the loss of some of his rights, the sacrifice of which had been the means of preserving all the rest. I added that I was not certain that the rights he claimed had ever existed; but, if they had, His Highness ought to have taken his resolution concerning them before he agreed to the 14th article of the treaty of Bassein, and not to have abandoned them at that time, and now renewed them after a silence of eleven years. I concluded by saying that it was fruitless to pursue the discussion, as it related to a subject on which I could make no concessions without shaking the foundations of the present order of things. The Minister however repeated some of his arguments, and after some more conversation the subject was changed.

8. At the time when the report of the officer, sent to Ahmadabad, *Other items* was under discussion, I took occasion to remonstrate on the disrespect shown by that officer to Captain Carnac, and to complain that, inspite of my advice to select a man of a conciliating disposition for the charge of Ahmadabad, a man had been sent, who before he received possession, had behaved with rudeness to the British Resident and had endeavoured by false reports to destroy the Peshwa's confidence in the Administration at Baroda. The Minister expressed great sorrow that any offence should have been given to Captain Carnac and promised to take care that nothing of the sort should occur again. With respect to the report, he said that a few days would show whether it was true or false.

9. In the course of the evening I alluded to the Peshwa's wish that I should accompany him to Sendur, and said the only thing that prevented my doing so was the impossibility of leaving Gangadhar Shastri here; and I urged the expediency of his being granted his audience of leave, as the friendly negotiation, with which he was entrusted, seemed utterly to have failed, while the care of the Gaikwad's interests in case of an arbitration was to be committed to other hands, and the Shastri's presence was urgently required at Baroda, where much inconvenience was experienced from his absence. The Minister after some opposition agreed to submit this question to the Peshwa, and we soon after parted for that day.

10. Before I waited on the Peshwa, I saw the Shastri, who urged that his abrupt departure at present would destroy the merit of his former patience, wished me not to urge his dismissal, while there was chance of success in his negotiations, and offered to accompany

the Peshwa, if His Highness would promise to consider the Gaikwad's ability, when the settlement came to be made.

Audience 11. I had an interview with the Peshwa on the 21st, at which no mention was made of His Highness's rights over the Gaikwad. I concluded from this that the Peshwa had now abandoned his extravagant pretensions and might be brought to listen to the Gaikwad's offers. I therefore announced the Shastri's consent to accompany His Highness; and in explaining the conditions, I said that, if His Highness was sincerely disposed to negotiate, I had in my hand the account of the Gaikwad's Government, furnished me from Bombay, and could explain to him in ten minutes the resources of that Government and the extent of its means of satisfying His Highness's demands. I pointed out that this would show the utmost that His Highness could gain by the uncertain event of an arbitration, and that I was sure that the Shastri was disposed to go as [far as] those means would allow to satisfy His Highness and to bring all the present discussions to a conclusion. His Highness did not seem at all tempted by this overture. He said his rights were not affected by the state of the Gaikwad's revenue, that he hoped to obtain them all some time, and was not impatient for their immediate adjustment.

12. I said if that was the case, it was quite unnecessary to detain the Shastri, and that I thought His Highness ought immediately to dismiss him. The Peshwa for a long time evading this advice, without holding out any hope that he would negotiate, I told him that, as the affair concerned the Gaikwad Government and not mine, I should not at that time insist on the Shastri's dismissal, but would wait on His Highness again after consulting that Minister.

Other audience 13. The Shastri was still of opinion that it would precipitate to break off the negotiation in its present stage; and accordingly I told His Highness at a meeting, I had with him yesterday evening, that the Shastri would stay to gratify His Highness, and in the confidence that he would on his return come to an immediate settlement, suitable to the resources of the Gaikwad State.

14. The Peshwa expressed himself much pleased with this arrangement, and added that he wished I would also take some measures in consequence of what he had said in favour of the Gaikwad's freedom. I replied that the British Government was bound by every principle to protect the Gaikwad, and that I begged him to believe that both the chief members of that family enjoyed all the privileges of their station as much as any Prince in India. The Peshwa said he had no doubt about the intentions of our Government, and proposed to remove all dispute; that the Gaikwad should come to Poona to receive investiture; to which the Minister added that, though the Gaikwad was not confined, he was watched and under restraint; that the Shastri had justified himself by acknowledging the orders of Fatesing, but that there was some doubt whether Fatesing was more at liberty than Anandrao. I told the Peshwa that the Gaikwad's coming to Poona depended on himself, but that His Highness could not expect us to countenance an arrangement, which originated in suspicions of our

faith and doubts of our statements. The Peshwa disclaimed all intention of throwing the slightest imputation on the British Government, but said that the Gaikwad's coming would be honourable to us, as showing that we were again cementing the fragments of the Maratha Empire.

15. Finding His Highness still persevering in this demand, I declared that the matter was too serious for me to decide on; that, if His Highness wished it, I would submit it to His Excellency the Governor-General and await his orders; but, if I referred it, I should let it be known that I did so with the utmost reluctance, not because I thought His Highness's application advisable, but because I was compelled to forward it. The Peshwa on this explained that he only wished to have my opinion; that, as I was so much against the Gaikwad's coming, he would give up his plan and only send a hujra with a letter to the Gaikwad, stating the complaints that reached him, and desiring the Gaikwad to inform him of his own sentiments. This I said was as objectionable as the Gaikwad's being invited to Poona, as it implied the same suspicion.

I then said I would advise His Highness on my own part to inquire a little into the truth of the stories that had been told him. If they were communicated to the Governor-General, I observed, they would of course displease him; and as they would ultimately prove to have originated in falsehood and imposture, the result would neither be pleasant nor honourable to His Highness.

The Peshwa then consented to put off all further mention of the subject, which, I trust, will not be renewed.

Poona, 31st November, 1814 (1814, S. D. 288)

1814

Mountstuart Elphinstone to S. Babington.

The Right Hon'ble the Governor having desired my opinion *Shastri's stay* on the question whether any inconvenience would arise from withdrawing Gangadhar Shastri from Poona at this time, I have the honour to acquaint you that, the Shastri having agreed to remain here till the Peshwa's return, it would perhaps be advisable to permit him to await that event; but, if the Peshwa does not, when he arrives, show a more sincere desire to negotiate than he has hitherto, I think it would be highly expedient to recall the Shastri without loss of time.

Bombay remarks.

Ordered that a copy of the letter, above recorded, be sent to the Resident at Baroda; and that he be informed that the Governor-in-Council has not for some time past entertained the most distant hope of a favourable termination of the discussions with His Highness the Peshwa through the interposition of Gangadhar Shastri. *Orders*

Gaikwad Encampment near Poona, 17th December, 1814 (1814 1814 P. D. 417)

Gangadhar Shastri to the Governor-in-Council.

Having raised a dozen of native cavalry for the service of the Government *Request* [of Baroda], for which I am in want to provide them

with twelve cavalry swords and twelve pairs of pistols, I shall be highly obliged to Your Excellency to order the above articles, whatever may be the value. My agent, Pundlik, will pay, and the same he will forward to me at Poona. This application for the above articles should have come directly from Captain Carnae; but it will be too long till that comes from there, and at present I am under the greatest necessity for such an article, on account of the arrival of Pindaris in the Deccan.

Regarding the approach of Pindaris in the Deccan, Your Excellency must have heard from the Hon'ble M. S. Elphinstone. For their threatening approach on the Deccan, Sadavhiva Vankesur Bhau, the Minister of Peshwa, desired me to be upon my guard with the whole Gaikwad force at present encamped here under my command to check the view and progress of the Pindaris. For that reason, I am under the greatest necessity of powder and some small musket balls (the quantity of powder that the Gaikwad force had, is unuseful and damaged during the last rainy season), and about five small quarter barrels of powder, and some small musket balls. I shall be highly obliged to Your Excellency to give an order for the same. Pundlik, my agent, will pay whatever will be the amount to the Hon'ble Company.

I am at present in expectation of His Highness the Peshwa, who will be here, I suppose, in a month or in twenty days. Thereafter I shall be able to know what way my business will be concluded with His Highness.

Minutes, 28th December.

Sanctioned Notwithstanding the irregularity of the preceding application, which should have been transmitted to Government by the Resident at Baroda, the Board will not object to the supplying the Shastri with the military stores, for which he has applied; and they are the more induced to do so from a consideration of the late incursions of the Pindaris in the neighbourhood of Poona. Ordered that the Shastri be informed accordingly, and that the Military Board be instructed to supply his agent with the stores required, on the usual terms.

1815 Poona, 18th January, 1815 (1815, P. D. 419)

Mountstuart Elphinstone to Francis Warden.

A last trial 3. I took this occasion of reminding the Peshwa that he had promised to enter on an amicable negotiation with Gangadhar Shastri for the purpose of terminating the disputes between the Governments of Poona and Baroda, and expressed my hope that he would now carry his intention into effect. His Highness immediately admitted the promise and said he should instruct the Minister to open the negotiation without delay. A few days must show whether he is in earnest in his professions; and if he evinces a desire to protract the negotiation, it will be for the Gaikwad Government to decide whether it is worth its while to keep Gangadhar Shastri for the sake of deferring the commencement of the arbitration. The Peshwa at present shows no

anxiety for that proceeding; but I have no doubt he would demand it as soon as the termination of the Shastri's mission was announced.

Poona, 9th February, 1815 (1815, P. D. 419) 1815

Mountstuart Elphinstone to Francis Warden.

The writer gives an account of the Peshwa's pretensions that he has a right to interfere in the affairs of the Gaikwad. See: No. 3. *Sitaram's Intrigues*. *Pretensions*

Bombay Castle, 19th February, 1815 (1815, P. D. 419) 1815

Francis Warden to James R. Carnac.

In Bombay the opinion prevails that it is useless for the Shastri to stay any longer in Poona. See: No. 3. *Sitaram's Intrigues*. *Shastri's stay*

N. B.—Consult also: Letter from Francis Warden to Mountstuart Elphinstone. and letter from Elphinstone to Francis Warden; both letters are dated 19th February, 1815.

Bombay, 23th February, 1815 (1815, P. D. 420) 1815

Sir Evan Nepean to the Governor-General

An account is given of the Peshwa's, pretensions, and it is suggested that Shastri Gangadhar should be recalled from Poona. See No. 3. *Sitaram's Intrigues*. See also Francis Warden's, letter to Mountstuart Elphinstone, dated 29th February, 1815, to the same effect. *Pretensions*

Baroda, 11th March, 1815 (1815, P. D. 420) 1815

James R. Carnac to Francis Warden.

Gives an account of the intrigues at Poona and of the Peshwa's pretensions. See. No. 3. *Sitaram's Intrigues*. *Pretensions*

Poona, 8th April, 1815 (1815, S. D. 290) 1815

Mountstuart Elphinstone to Francis Warden.

A long period has elapsed since I did myself the honour of addressing the Right Hon'ble the Governor on the subject of Gangadhar Shastri's negotiation. After the date of my last dispatch I told the Peshwa's Ministers that the Shastri must march after the festival of the Holi; that, if they choose to give up Bhagvantrao in the interim, the Shastri would negotiate with them as long as he stayed; but that he would not enter any conference without such a proof of their security. After the Shastri marched (I said), all hope of an amicable adjustment with the Gaikwad was at an end, and the realisation of the Peshwa's claims would depend on the arbitration of the British Government; that the British Government would enter on an arbitration so soon as the Peshwa's should renounce his pretensions to a right to remove the Gaikwad, to interfere in his domestic arrangements, etc., and would show that he had renounced his design of exciting discontent in the Gaikwad's family by sending Bhagvantrao and Banduji back to Baroda; but that, as long as His Highness

maintained the pretensions alluded to the British Government would not consider itself bound to interfere. The Peshwa's Ministers paid me many visits to induce me to recall this declaration, and either to commence arbitration or desire the Shastri to negotiate; but I contented myself with requesting at each interview that His Highness would give the Shastri his dismissal in form, as I should be sorry he were obliged to march without it.

Negotiation

At length the Peshwa's Ministers endeavoured to engage the Shastri in a separate negotiation, which was to be conducted without my knowledge or participation; and as this was a sort of negotiation, which it was the object of the Shastri's mission to bring about, I assented to his commencing it. He did so about ten days ago. He has since been honourably received and entertained by the Peshwa, and has had frequent interviews with his Ministers.

Shastri's plan

He has employed those opportunities with the utmost assiduity to discover the real disposition of the Peshwa's Ministers; and he is now persuaded that they are sincerely inclined to treat with him for the adjustment of their Master's claim, although they may differ from him about the terms proper for the one party to give, and the other to receive. His own conjecture is that the Peshwa expects about a crore of Rupees for arrears and about ten lakhs of annual tribute hereafter; but that His Highness's desire of extending his dominions is so great, that he would be contented with the cession of the territories yielding seven lakhs, in lieu of all demands. The Shastri concurs with me in opinion that this last arrangement would be very beneficial to the Gaikwad, but the prejudices of his Darbar against cessions of land are so great that he cannot venture upon it without stronger support than I can promise him. He observes that the undisputed balance of the last account is thirty-nine lakhs of Rupees, the interest of which alone would amount to nearly as large an annual payment as, he thinks, might satisfy the Peshwa both for the past and the future; and also that, even if he could obtain a deduction for Broach and a remission of tribute on other accounts, there would still remain at least a third of the present tribute, which is as much as he now proposes to give altogether; for these reasons he is anxious that I should write to the Right Hon'ble the Governor and request his sanction to the proposed arrangement. I am aware of the embarrassment it may occasion to the Right Hon'ble the Governor to be called upon to decide on so important a point for another State, but the adjustment in question would remove so many difficulties, both present and future, that I am certain the Right Hon'ble the Governor will be disposed, as far as in his power, to facilitate it. Reference to Baroda is entirely out of the question, as I do not think the present conferences would go on for a week longer without a reference to me, which would entirely change the character of the proceedings and oblige me to return to my former demands as a condition of the Shastri's continuing his intercourse, or else to give them up at once. I hope therefore to be early favoured with the sentiments of the Right Hon'ble the Governor.

I must observe, before I conclude this letter, that it is by no means impossible that the Peshwa may reject the intended offer. The

Shastri himself is not positive that it will be accepted, but he is led to propose it by his zeal for the Gaikwad service, which indeed he spares no opportunity to promote.

Should His Highness the Peshwa show a desire for an immediate payment, a part of the territory might be committed for a sum of ready money; and I would be happy to know the utmost in money which the Right Hon'ble the Governor would [decide] it for the Gaikwad's advantage to pay for a general discharge of his arrears, and what would be desirable to agree to for his future tribute.

Bombay reply to Elphinstone's letter.

1. I have been directed by the Right Hon'ble the Governor-in-Council to acknowledge the receipt of your letter dated the 8th of this month, submitting a proposition originating with Gangadhar Shastri for the cession to the Peshwa of territory yielding seven lakhs of Rupees in liquidation of the claims of His Highness against the Gaikwad State. *Bombay Policy.*

2. The Governor-in-Council by no means regrets that the negotiation should have formed itself into its present shape, thereby leaving to this Government the least degree of responsibility that could possibly fall on it in the adjustment of those claims.

3. In the letter from Mr. Secretary Adam of the 6th of May last, a copy of which is already in your possession, it will appear that the Supreme Government has been extremely desirous that the settlement of those claims should be left, if possible, to the Native Governments immediately, under an impression that any arrangement that could possibly be made by this Government for adjusting those claims could certainly not be satisfactory to both parties and probably to neither.

4. With respect to the adjustment proposed by the Shastri, it is to be observed that he admits the sum of thirty-nine lakhs of Rupees to be justly due to the Peshwa, on the settlement of the last account, the interest of which he states, would alone amount to nearly as large an annual payment as, he thinks, might satisfy the Peshwa both for the past and the future; and also that, if he could attain a deduction for Broach and a remission of tribute on other accounts, there would still remain at least a third of the present tribute, which is as much as he now proposes to give altogether.

5. The Shastri, it is to be presumed, possesses so complete a knowledge of the merits of the different claims of the Peshwa and of the arguments that are to be opposed to them, that any opinion given by this Government would be less likely to be correct than the opinions he has formed. On taking however a general view of all that has hitherto passed upon this important question, the Governor-in-Council is very much disposed to think that, if the Peshwa should accede to the proposition, it would be a very advantageous compromise to the Gaikwad of these complicated claims, specially if in the compromise all demands, past and future, be comprehended, such as the payment of nazranahs on the investiture of succeeding Gaikwads, etc.

6. The Governor-in-Council is aware that strong objections will likely be made by the Baroda Government to a relinquishment of any part of its territory. Everything however has an intensive value; and if its cession of territory should tend to the liquidation of claims considerably beyond its value, it would in the opinion of this Government be far better to alienate such parts of its dominions as would satisfy the Peshwa, than to allow the finances of the State to be permanently loaded with a debt and tribute perhaps equal to an absorption of the revenue of more than double the extent of territory proposed to be ceded.

7. It has hitherto been the policy of this Government to endeavour to exclude, as far as might be practicable, the increase of the authority of the Peshwa in Gujarat; and to the wisdom of this policy the present Government fully subscribes. Notwithstanding however these objections, no pecuniary arrangement could in his opinion be made with equal facility and advantage for releasing the Gaikwad State from the claims which have been asserted by the Peshwa.

8. During the course of your proceedings with the Poona Government, detailed in your present and in your preceding dispatches on this important subject, the Governor-in-Council has only to assure you that they have met with his entire approbation; and that they attribute to your firm and steady line of conduct this disposition which has recently manifested itself in the Poona Government, not only to enter into a negotiation with Gangadhar Shastri, but to receive him with that attention and these marks of respect, which are due to the accredited minister of an independent State.

9. What the precise time may be in which you may disclose your knowledge of the proceedings of Gangadhar Shastri, must be left to your decision. It will however be difficult for the Poona Government to assign any reasonable cause for the secrecy with which the negotiations have hitherto been conducted; but, as our great object is finally to adjust them, it seems of little consequence to this Government by what means that adjustment may have been brought about.

10. After these observations it will hardly be necessary to add that, in the event of the Peshwa's acquiescence with the Shastri's propositions, the Governor-in-Council will be ready to exert his best endeavours in prevailing on the Gaikwad to accede to them, and to induce the Supreme Government to confirm the proceedings, a reference to which authority, it would appear, by Mr. Adam's letter above, adverted to, will be requisite before any final adjustment shall take place.

11. Even however if the Peshwa should accede to the proposition of receiving a cession of territory in full and perpetual sovereignty, yielding an annual revenue of seven lakhs of Rupees, in discharge of all his past and future claims of whatever nature on the Gaikwad, the Governor-in-Council is apprehensive that some difficulty will be experienced in the selection of the districts to be made over to the Peshwa. On this important point of the negotiation it may not be

undesirable that some of the parganas belonging to the Hon'ble Company, which are inconveniently situated for our control and management, should be included in the cession, in lieu of which we might receive territories in exchange from the Gaikwad more centrally situated. The British territories in Gujarat are already too much intersected by those of the Peshwa; and in any arrangements that may be made for territorial cessions in that province, it would be desirable to circumscribe rather than to extend that evil. At the same time it would be more advantageous to the Baroda State that the British rather than the Peshwa's territories should come in contact with those of the Gaikwad.

12. The Governor-in-Council deems it however proper to observe upon this occasion that, though the acquiescence of this Government has been given to the propositions which have now and in a former instance been brought forward for a compromise of the impending claims between the two States, it should be distinctly understood that he has in no respect offered any opinion in favour of the validity of those of the Peshwa; and that, should the Governor-in-Council be ultimately called upon to arbitrate these claims, the impressions, under which he has thought it advisable to promote an accommodation between the two States independently of the interposition of the British Government, will not influence his judgment, because those impressions have been formed abstractedly from any considerations of the relative merit of the pretensions on which the claims have been advanced and opposed. This explanation has been entered into with the view of meeting any argument which the Peshwa may eventually advance in support of his claims, formed upon the offers already made for their compromise as acquiesced in by the British Government.

Baroda, 22nd April, 1815 (1815. P. D. 421)

James R. Carnac to Francis Warden.

1815

I have the honour to receive your dispatch dated the 11th of this month, with its enclosures.

*Fatesing &
Poona
claims*

A meeting took place yesterday evening with His Highness Fatesing, in which, after my explanation of the proposition regarding a cession of country in satisfaction of the Peshwa's claims for the past and future, His Highness expressed a decided reluctance to the delapidation of any part of his dominions for such a purpose. He adverted to the novelty of such an arrangement, independent of its injustice; and though he would not object to the payment of a sum of money compatible with his present means, in pursuance of the system of his progenitors, he repeated his protest against the principle of the Peshwa's claims and expressed his reliance on the justice of the British Government, if the question eventually came to its arbitration. His Highness also remarked on the nature of former settlements, in which immense demands were brought forward and adjusted by a comparative trifling payment in money, and that such a description of arrangement should be taken as the principle of any present settlement between the two States, if independent of the interposition of the British authorities. At all events His Highness added that, if the

matter rested on the decision of a third Power, this principle must be recognised, or a retrospect taken from the origin of the connection with the Peshwas. In the former case His Highness observed that the provisions of his treaties with the Company's Government precluded him from receiving an exorbitant or an oppressive demand, and that this constituted a main object in the formation of the Gaikwad Definitive Treaty with the Company. By referring to the origin of the Peshwa's claims, Fatesing remarked that the principles on which they were established, were quite indefensible.

When I explained to His Highness the amount of balance on the last settlement by Raoba, he informed me that it was nominal and retained in every previous adjustment, as a kind of contrivance to maintain a hold on the Gaikwad by admitting an outstanding amount; but that the character of every arrangement of such pecuniary claim would demonstrate that, although the pretensions were founded on the compulsory treaty with Damajirao Gaikwad, a sum greatly disproportionate to the full demands, arising out of that engagement, was invariably paid; and that even in such cases it was only admitted by the Gaikwad in consideration of domestic exigencies requiring the support or the neutrality of the Peshwa. His Highness referred to past proceedings to point out that balances, similar to that I had mentioned, were fictitious; and that the Peshwa should now act, as he had formerly done, with due regard to the present condition of the Gaikwad State. His Highness lastly observed that the Peshwa's views were directed to the aggrandisement of his own power by the destruction of other Maratha States on the grounds of claims which he hopes to establish by the powerful support of the British Government; but that the Gaikwad looked to the well-known impartiality of that Power, which would not allow the State, which stands first in point of date in forming an intimate alliance with the English, to fall a victim to the Peshwa's avarice.

1815 *Poona, 29th April, 1815 (1815, P. D. 421)*

Elphinstone to Francis Warden.

- *Shastri's plan* Since I had last the honour to address you, the negotiations between the Peshwa and the Gaikwad Ministers have made considerable progress. The Shastri having thrown out a hint that he might be able to prevail on his Master to agree to a cession of territory, the overture was eagerly seized on by the Peshwa, and after much discussion the amount of seven lakhs of Rupees revenue was agreed on by both parties. As it was thought that the situation of the lands in question might be left with more advantage to future arrangements, the negotiation might be considered as brought to a close, if the Peshwa did not still continue to demand the service of a body of the Gaikwad horse. His Highness agreed that this contingent should only serve when he should take the field in person, and said he only insisted on its attendance as an admission of his sovereignty; and the Shastri replied that the Gaikwad would acknowledge his sovereignty by receiving investiture from him, provided it were always conferred on the nearest heir and without a nazranah; but said the expense of the

Little was more than the Gaikwad could afford. This difficulty, it is to be hoped, will soon be surmounted. But the negotiation has received a much more serious check from intelligence that has reached the Shastri from Baroda of repugnance of His Highness Fateringrao to any arrangement on the basis of a territorial cession.

This information has occasioned considerable perplexity and disappointment to the Shastri, whose negotiations were so rapidly drawing to a close. He still entertains a hope, his eyes to his own interest; but in the meantime he feels that he will be compelled to throw delays in the way of a final adjustment, which may risk the ultimate success of all measures. An opportunity is offered of suspending the negotiation in consequence of the great desire evinced by the Peshwa to make a pilgrimage to the Kistna, which will occupy him for a fortnight. I have hitherto discouraged this design, but shall now agree; and I hope by the time His Highness returns that a more favourable answer may be arrived from Baroda. The Shastri has written to Fatering, stating his opinion that, if all the Gaikwad claims are admitted, there will remain an arrears of one crore and a half of Rupees; that, if the Peshwa allows a remission of one half, there will remain a sum of which the annual interest will be eleven lakhs of Rupees. That even if the indemnity for Branch and a deduction on account of the expense of the Baroda subsidiary force should be allowed, the Gaikwad could not expect his tribute to be reduced more than one half, and that he would therefore have seven lakhs to pay. Besides the eleven lakhs of interest, altogether a sum of eighteen lakhs on account of demands, which His Highness the Peshwa is willing to compromise for seven lakhs.

The Shastri desires that this communication may not be considered as precluding him from opposing the whole of the Peshwa's demands, in case of an arbitration; but at the same time he wishes it to be known to the British Government and hopes the Right Hon'ble the Governor will join the weight of his opinion to induce the Gaikwad to accede to a settlement so much for the real advantage of his own State.

Bombay, 10th May, 1815 (1815 P.D. 321)

1015

Resolutions.

Ordered that, in acknowledging the receipt of the letter from the *Bombay* Resident at Poona of the 29th of last month, a copy of the dispatch *against* from Captain Carnac above recorded, be forwarded to Mr. Elphinstone, *Shastri* that he may be apprised of the strong disinclination manifested by Fateringrao to a transfer of territory to the Peshwa of the annual rental of seven lakhs of Rupees in commutation of His Highness's claims upon the Baroda State.

Notwithstanding that objection however, the Governor-in-Council would have been disposed to have used his influence with the Gaikwad Government to overcome those scruples, under a conviction that an adjustment of that description would have been substantially advantageous to the interests of His Highness the Gaikwad, had not other

pretensions been brought forward by the Peshwa, to which this Government cannot lend its countenance or support in the terms in which they have been proposed.

Gangadhar Shastri was deputed to Poona to examine into and adjust various demands and papers of accounts subsisting between the Government of His Highness the Peshwa and the sarkar of the Raja Anandrao Gaikwad; but it never was in the contemplation either of the Supreme or of this Government, and certainly beyond the extent of any powers, vested in that native officer by his own Government, to bring into discussion the question of the rights of sovereignty which may be claimed by the Poona over that of the Baroda State; much less was he warranted in proceeding the length of stating that the Gaikwad would acknowledge his sovereignty by receiving investiture from the Peshwa, provided it were always conferred on the nearest heir, an admission, which affects the basis upon which the treaty of alliance between the Hon'ble Company and the Gaikwad has been concluded and acknowledged by the treaty of Bassein. It embraced a direct acknowledgment of the right of the Peshwa to interfere in the domestic concerns of the Gaikwad, and its effects at this moment, from the disposition recently manifested by the Peshwa to encroach upon the rights of the Gaikwad, can hardly be calculated upon.

The Governor-in-Council considers it proper therefore to request that Mr. Elphinstone will be pleased to express to Gangadhar Shastri the concern of this Government that he should have proceeded to the length of discussing the question of sovereignty between the two States, and to restrict his future discussions to a consideration of the pecuniary demands and papers of the subsisting accounts between the two Governments; but under the want of discretion, which has been manifested by the Shastri in this instance, it would rather be desirable that he should terminate his mission as soon as possible and return to Baroda in order that the Gaikwad State may be relieved from the unprofitable expense which His Highness incurs for maintaining the mission without any prospect of effecting an adjustment upon any satisfactory principles.

1815 *Poona*, 11th May, 1815 (1815, S. D. 290)

Mountstuart Elphinstone to Francis Warden.

Shastri I have just had the honour to receive your letter dated the 8th.
excused instant.

2. I should have concurred in censuring the indiscretion of Gangadhar Shastri, if he acknowledged the sort of sovereignty which the Peshwa has been for some time claiming, and which had been so decidedly opposed by the British Government; but at present he has only agreed to admit it as far as relates, to the Peshwa's right of conferring investiture on the legal successor to the masnad, the same sort of sovereignty exercised over the Peshwa himself by the Raja of Satara.

3. On this subject I beg leave to refer to the letter from the Supreme Government, dated December 1802, an extract from which.

was sent to me from Bombay for my guidance in the present discussions. The 17th paragraph is peculiarly applicable to the case in point. That despatch was written at the time of the Governor-General's satisfaction of the treaty with the Gaikwad (or at all event nearly about that period) and 15 days before the conclusion of the treaty of Bassein. It must therefore be considered as a most authentic exposition of the intentions of the British Government, including those engagements. It expressly admits the Peshwa's right to grant investiture to the Gaikwad, and declares that right to be no wise incompatible with our treaty with the latter Prince. It is therefore to be apprehended that we should be obliged to recognise this right, even in the event of an arbitration. I beg leave here to explain that the pretensions of the Peshwa, to which I so often objected, related to a right of interfering in the domestic concerns of the Gaikwad, and not to his right of investiture, which has never been called in question.

4. With respect to the power with which the Shastri is invested, I possess no information; but I may be permitted to remark that there is nothing to limit his powers in the treaty of Bassein. That engagement constituted the British Government arbitrator of the Peshwa's pecuniary claims, but by no means declares that he has no other claims; and as the Shastri's mission was designed to effect a compromise between the two States, it might be supposed to embrace a general adjustment of all claims and pretensions. This was the light in which I always regarded it, and it was owing to this circumstance that I expressed no disapprobation of the Shastri's proceedings.

5. The principal question still appears to me to be whether the proposed territorial exchange is really advantageous. If so, it would be advisable for the Gaikwad to try to procure the removal of the offensive conditions regarding the investiture, rather than throw away all the benefits of the arrangement. To me it appears peculiarly advantageous, even in its present state; for, although it retains the Peshwa's connection with the Gaikwad in name, it is the only equitable arrangement that occurs to me for entirely abolishing that relation in reality. The Gaikwad and the Peshwa would henceforward be absolutely unconnected States, and the British Government would be released from the duty of procuring the annual service of the Gaikwad's troops and payment of his tribute.

6. On this principle, a similar territorial cession has been strongly recommended by the Supreme Government as the best mode adjusting the Peshwa's claim on the Nizam; and however strong His Highness the Gaikwad repugnance to it may be, I should hope it might be overcome by reflection and by the weight of the Right Hon'ble the Governor's advice. His Highness Fatesing's objection however may possibly be due, not to the nature of the territorial cession, but to the amount. On this I do not venture to offer an opinion. I have implicitly taken my own opinion from the Shastri, who is better able than I am to judge of the extent of the Gaikwad's resources and the validity of the Peshwa's claims, I must however

observe, as much stress is laid on the smallness of the Gaikwad's means, that it will be impossible to convince the Peshwa that, after 13 years of the Company's protection and of our economical arrangement, the Gaikwad's Government can be in a worse state than during the period of waste and civil war, when Raoji Appaji paid 60 lakhs of Rupees (in 1798).

7. In the event however of the Gaikwad deciding to break off the present negotiation, the arbitration of the British Government may be easily had recurrence to. It is an arrangement of which the Peshwa from the first professed himself desirous. He was led into the present negotiations with the Shastri by my letting him know that our arbitration would be withheld, unless he delivered up Bhagvantrao, or otherwise effectually renounced all right to interfere in the Gaikwad domestic affairs. This he thought humiliating at first; but he has now been led to the last of these steps by his hopes of territorial acquisition; and I doubt not he would renounce his pretensions in form, as soon as he found the present negotiation broken off, and the arbitrations suspended. That done, the British Government would be bound in faith to forget all his former intrigues and to judge between him and the Gaikwad with perfect impartiality. It may be questioned whether this course of action would not be more advantageous to the Peshwa than the present one.

8. As the Right Hon'ble the Governor does not positively desire the Shastri to withdraw, I shall suspend the communication of his sentiment on that subject until I hear from him again. I beg to suggest that, when the Shastri is removed, it be done by a positive order direct from Baroda, as the interruption of the negotiation by the British Government, while it is going on well between the parties, would be objectionable on many accounts, besides unnecessarily drawing on us an odium which would embarrass our other affairs at this Darbar.

Reply to Mr. Elphinstone.

Bombay policy I am directed by the Right Hon'ble the Governor-in-Council to acknowledge the receipt of your letter of the 11th May on the subject of the negotiations carrying on by Gangadhar Shastri for the settlements of the Peshwa's claims on the Gaikwad.

I have been instructed to observe that, in using my expression contained in my letter of the 8th of May, that this Government could not lend its support to the pretensions of the Peshwa in the terms in which they had been proposed, the Governor-in-Council had fully under his considerations the dispatch of the Governor-General-in-Council of the 15th of December, 1802, which clearly defines the degree of supremacy which the Poona Government may claim the right of exercising over that of Baroda.

At a time however when His Highness the Peshwa manifests so active a disposition to introduce an authority over His Highness the Gaikwad of a more controlling nature and more paramount than the existing treaties warrant the admission of, a disposition which will be

found to have displayed itself by His Highness's predecessors, when the treaties of Purandhar and of Salbai were negotiated, it appeared to the Governor-in-Council to be necessary to receive any propositions from His Highness, in which the question of sovereignty was brought forward in terms not sufficiently explicit, with every degree of caution; and by these impressions alone was the Governor-in-Council influenced in directing the communication of the observations contained in my letter of the 8th of May.

Under the explanation however which you have afforded in your letter of the 11th, the Governor-in-Council approves of your having suspended the communications of his sentiments to the Shastri; and in the event of his recall becoming necessary, your suggestions that it would be required by a positive order from Baroda will be attended to.

The Governor-in-Council has only to repeat his opinion that, if the claims of the Peshwa could be adjusted by a territorial cession yielding an annual rental of seven lakhs of Rupees, it would be highly advantageous to the Gaikwad, whose acquiescence in such an adjustment, this Government entertains a hope, may, though not without difficulty, be obtained. It therefore upon the whole appears desirable that the Shastri should persevere in his negotiations, the early termination of which however is desirable on many accounts and particularly on that of expense. Adverting to the observation continued in the 5th paragraph of your letter, "that it will be impossible to convince the Peshwa that, after 13 years of the Company's protection and economical arrangements, the Gaikwad Government can be in a worse state than during the period of waste and civil war, when Raoji Appaji paid sixty lakhs of Rupees in 1798," the Governor-in-Council refrains from entering into an explanation of the motives which influenced that Minister in making so large a payment to the Peshwa; but when he considers the state, to which the Gaikwad finances were reduced by that donation, [by] Kanhoji's and Malharrao's rebellion, [by] the large arrears due to the Arabs, and [by] the degree of confusion and speculation which pervaded the whole of the Administration of the Gaikwad, when the interposition of our authority was solicited, the impoverished state of that Government can no longer be matter of doubt, or of surprise that it has not yet recovered from its distress. The dispatch that accompanied my letter of the 23rd of September last, will have sufficiently proved, whilst, if the effects of the Company's protection and of our economical arrangements should have hitherto only proved the means of having preserved this branch of the Maratha Empire from annihilation, it is all that could reasonably have been expected, even in the course of the thirteen years during which our influence has extended in the management of the affairs of the Gaikwad, during which period a loan of nearly a crore of Rupees from the Honorable Company's has, it should be recollected, been punctually [paid] by that Government at an interest of 8 per cent.

Bombay, 15th June, 1815 (1815, P. D. 422)

1815

Sir Evan Nepean to the Governor General.

We had the honour of reporting to Your Lordship in our letter of the 28th of February last that the Resident at Poona, in consequence of *Negotiations*

of the countenance given by the Poona Darbar to Bhagvantrao and of His Highness the Peshwa's persisting to maintain his pretensions to an interference in the internal affairs of the Gaikwad State, has been compelled to demand the dismissal of Gangadhar Shastri and to decline to enter into any further negotiations for the adjustment of His Highness's claims on that State. We have since received a further letter from Mr. Elphinstone on this subject, dated the 8th April, a copy of which we have the honour to enclose.

Your Lordship will perceive by Mr. Elphinstone's letter that the Peshwa's Ministers, finding him to be unshaken in his determination to close the conferences, had engaged the Shastri in a separate and secret negotiation, which Mr. Elphinstone had judged it prudent not to interrupt, under the impression, which had been formed by the Shastri, that the Peshwa might be prevailed upon to relinquish all his demands on the Baroda State in consideration of a territorial cession yielding an annual rental of seven lakhs of Rupees.

The Shastri was however so well aware of the objections likely to be made by Fatesing to a cession of territory that he would not venture to accede to the proposition, unless supported by the sanction of this Government, and circumstances would not admit of the delay of a reference to Baroda on the subject.

We beg leave to enclose to Your Lordship a copy of the reply we directed to be given to Mr. Elphinstone to his important communication, explaining the grounds which led us to offer an opinion in favour of the Shastri's suggestions, and to express our readiness, in the event of the Peshwa's acquiescence with the proposition, to exert endeavours in obtaining the Gaikwad's concurrence and Your Lordship's confirmation of any arrangements which might in consequence be made.

Baroda opposition As we were anxious to learn as soon as possible how far the Baroda Government might be disposed to accede to a compromise of this description, we desired the Resident to ascertain the opinion of His Highness Fatesing upon the subject; and we have since been informed that His Highness has expressed a most decided reluctance to the cession of any part of the territorial possessions of the Baroda State for that purpose; that he does not admit the existence of claims on the part of the Peshwa to the extent of their nominal amount; and that he relied on the justice of the British Government for support, if the question should eventually be submitted to its arbitration.

Peshwa willing We have since received another letter from the Resident at Poona, dated the 29th of April, a copy of which is enclosed, reporting that the Peshwa had manifested a disposition to accept the proposal for a territorial cession, on condition of the Gaikwad acknowledging his sovereignty by receiving investiture from him, provided it were always conferred on the nearest heir and without a nazranah, but the negotiation had been checked by accounts received by the Shastri from Baroda of the repugnance of Fatesing to such an accommodation.

Your Lordship will observe by our Chief Secretary's letter to Mr. Elphinstone in answer to his letter, adverted to in the last paragraph, the opinion we have given that the Shastri's proceedings should have been confined strictly to the objects for which he was deputed to Poona, viz. "to examine into and finally adjust various demands and papers of accounts"; and that he was by no means justified in entering upon the discussion of a question of sovereignty between the two States in the sense in which we apprehended the Peshwa's view to extend; and that we conceived it would rather be desirable that the Shastri should terminate his mission, as there appeared to us but little prospect of his effecting an adjustment upon any satisfactory principles. But under the explanation, which has been afforded to us by Mr. Elphinstone in respect to the nature of the supremacy intended to be acknowledged, we have acquiesced in the Shastri's prosecuting his negotiations to an issue under an express declaration that any arrangement made by him with the Poona Government must be subjected to Your Lordship's approbation or rejection.

Section B: GANGADHAR SHASTRI'S MURDER

There is little hope of ever knowing all those who were chiefly responsible for the Shastri's murder, because Mountstuart Elphinstone, supported by the Governor-General, deprecated that a full inquiry should be made into the circumstances that led to the evil deed, so as to bring to book all the persons implicated in it. The Bombay Government had apparently no other alternative but to follow the Poona Resident's lead. It remains for the student to judge, in the light of the documents here published, to what extent the demands of justice were either asserted or ignored, and whether Trimbakrao Danglia was arrested—not tried—because of his share in the Shastri's murder, or because he was a dangerous man, who had given the British authorities plenty of trouble and was likely to cause further disturbances.

DOCUMENTS

Poona, 23rd July, 1815 (1815, P.D. 423)

1815

H. Pottinger, Assistant in charge at Poona, to Francis Warden.

It is with the greatest concern I report that authentic intelligence has this instant reached me through the Gaikwad's wakil at this place *Shastri murdered* of Gangadhar Shastri having been murdered at Pandharpur on the night of the 19th instant.

Bapu Mairal (the Gaikwad's wakil) brought the only letter that has yet been received at Poona, relative to this nefarious transaction, and read it to me. It merely says that the Shastri had proceeded to the pagoda with a very few (five or six) attendants, at the request of

Trimbakji Danglia, and that on his way back to his camp he was fallen upon (by whom or what numbers, the letter does not state) and found dead, with six sabre wounds, by his own people, who went out to search for him, supposing he might have missed his road.

Resolutions.

Promise Resolved that a copy of Lieutenant Pattinger's letter be forwarded by express to the Resident at Baroda for the information of His Highness and the Gaikwad Government, expressing the deep concern with which this Government has received the communication of this atrocious proceeding, assuring His Highness at the same time that the Governor-in-Council will use every exertion for the discovery of all the circumstances which have led to this lamentable occurrence as well as of the perpetrators of this act, in order that the most exemplary punishment may be inflicted on the persons concerned, and every reparation be made to the Baroda Government for so flagrant a violation of the principles by which the representatives of a Government are protected among civilised nations.

1815 *Bombay, 22th July, 1815 (1815, P. D. 423)*

Sir Evan Nepean to the Earl of Moira.

Cause of the murder 3. On the nomination of Gangadhar Shastri to conduct the negotiations respecting the adjustment of the pecuniary claims of the Poona and Baroda States against each other, His Highness the Peshwa manifested, as Your Lordship is aware, a decided reluctance to his reception, principally on the ground of the dishonor His Highness would incur by receiving as a minister a person notoriously attacked to his mortal enemies, the family of Phadkia.

4. Those objections were however removed by the explanation and assurances, afforded by the Resident at Poona, that no offence could be intended to be offered by the Gaikwad in the nomination of the Shastri; and the Peshwa in consequence received the Shastri, though not without protesting against his being accredited as the Diwan of the Baroda State.

5. Having thus briefly stated the circumstances attending the Shastri's recent mission to Poona, it would be improper for us to offer any opinion on the probable causes of this atrocious act, especially as we have been informed that His Highness's prejudices had been entirely removed, and that overtures had even been made by him to entertain the Shastri in his service.

The circumstances, which have already been communicated to us by Mr. Pottinger, are however sufficient to induce a belief that political considerations alone have occasioned this inhuman proceeding; and we trust that His Highness will not only adopt such measures as may be effectual to the discovery of the instigators and perpetrators of the murder, but inflict that exemplary punishment on the offenders, which crimes of such enormity so justly deserve.

Ellora, 25th July, 1815 (1815, P. D. 423)

1815

Mountstuart Elphinstone to Francis Warden.

I shall return to Poona to-morrow and hope to be there in little more than a week. His Highness the Peshwa will not arrive for as much longer, but I am not sorry to have some time for inquiry before he arrives. I have the honour to enclose a translation of a letter I this day addressed to His Highness and sent by the direct route to Pandharpur. *Elphinstone active*

Substance of letter from Mr. Elphinstone to the Peshwa, dated Ellora, 25th July.

I last night received with astonishment and concern the intelligence of the murder of Gangadhar Shastri. His Highness the Gaikwad's Prime Minister, at Pandharpur. The circumstances of this case affect the British Government as much as if this calamity had befallen a minister of its own. The Governor-General will therefore look to Your Highness for discovering and punishing the authors and instigators of this atrocity perpetrated on the person of a public minister in the midst of Your Highness's Court. From my knowledge of Your Highness's justice and wisdom, I doubt not that Your Highness will leave no exertion untried to afford the retribution which the allied Governments are entitled to claim at your hands, and to wipe off the stain which this detestable transaction has cast on your Government. As I suppose Your Highness will have quitted Pandharpur, before I could reach that place, I shall immediately repair to Poona, when I shall have the honour of waiting on Your Highness on your arrival. I trust that event may soon take place. *Appeal to Peshwa.*

Poona, 2nd August, 1815 (1815, P. D. 423)

1815

Translation of the substance of a memorandum furnished to Lieutenant Pottinger by the karkun who accompanied Gangadhar Shastri to Pandharpur, containing an account of his proceedings from the day of his departure from Poona until the time of his assassination.

On the first of Ashad Sudh (6th July) the Shastri left Poona and on the 6th of the same month he arrived at Pandharpur. He had two private interviews with Trimbakji Danglia on the road, but none of the Shastri's followers are aware of what passed. Two confidential persons in Trimbakji's employ were present on the first occasion. Trimbakji twice sent the Shastri a present of vegetables on the road.

On the Shastri's arrival at Pandharpur, he himself took up his quarters at the house of one Nana Shenvi, pretty near the great temple. His troops and followers were ordered to be encamped about a mile and a half from the town. On the 6th of Ashad (the day of his arrival) he went to the temple in the evening, and there met Trimbakji Danglia, with whom he conversed for some time. On the 7th of Ashad, the Shastri remained at home. On the 8th in the evening Trimbakji Danglia sent to inform him that it was a favourable time for him to go to the temple, and he went accordingly. The 9th and 10th the same circumstances occurred. On the 11th he also paid his

assassins struck the Shastri a very violent blow apparently with his clath, when it was discovered that he had a sword in his hand; another seized him by the lock of hair on the crown of his head to throw him down; and when he was falling, the third assassin cut him over the head. Two more men at this juncture rushed from the front of the party; and three of the attendants, who attempted to stay by the Shastri, were wounded; on which his friends, *mashalehis* and followers ran away, and left him in the hands of the murderers who managed him in the most shocking manner, and one of them exclaimed: "We have now finished him" (This was overheard by one of the wounded men.) The assassins then threw down swords and scabbards, and made their escape; and the Shastri's people, who were following with the old man, already alluded to, saw five men with naked swords run away towards the temple. They also observed the flambeaux lying extinguished and smoking on the ground, and became much alarmed; but not knowing what had taken place, two or three of them ran home to the Shastri's house, and, learning he was not there, they returned to search for him, and found his corpse in the road, almost cut into bits. They took the pieces up, and carried them home (this was about half past 8 o'clock at night). The intelligence was immediately conveyed to the Peshwa, who ordered additional precautions about his own person and in the town, and shortly after Trimbakji's people came to inquire what had happened. The police also attended to see the corpse, and returned to report to the Peshwa, observing that one of the assassins had been seen near the river, had thrown down his sword, and escaped in the crowd, but that the sword had been carried to Trimbakji. The news shortly reached the Gaikwad camp, and some of the principal sardars came to the town to take measures for burning the Shastri's remains, and obtained permission from Trimbakji to that effect and likewise an order from His Highness the Peshwa for the Shastri's people to have free ingress and egress to, and from, the town. The following day some of the Shastri's karkuns went to Trimbakji Danglia, and told him it behoved him as the friend to the deceased and also as the Minister of the Peshwa to make inquiries towards ascertaining the cause of the Shastri's murder: to which Trimbakji answered: "I am doing so; but on whom can I breathe suspicion? I have no clue to guide me." The karkuns again observed: "It is due to the Shastri and also to the honour of your Government to discover the origin of what has happened." Trimbakji replied in terms of civility, and declared that the Peshwa was greatly grieved by the event that had happened, but that the Shastri was wrong to venture abroad without a number of attendants (50 or 100). The karkun replied that he [the Shastri] considered himself in the house of his friend, and besides, it was not usual to bring many people on such an occasion. "You know (added they) who are the Shastri's enemies, the assassins appeared to be Karnatak men". He replied, "What you say is true, but how could I avert what fate had decreed? There is the *purvoo* (Sitaram), and you have placed one of the Gaikwads (Kanhoji) in the Karnatak. There are also illegitimate children, though I cannot take the name of any enemy. You must now look to yourselves, but depend on my friendship. He who protected you all is now no more, and I

will do so to the utmost of my power." The Shastri's karkuns then left the place, and the following day they obtained through Trimbakji the Peshwa's private permission for the Baroda people to return to Poona. It was at the same time intimated to them that they need not attend again at either Trimbakji's quarters or the Peshwa's house.

The murderers appeared to be dressed in short breeches, such as are worn in the Karnatak, but spoke in the Marathi language, when they exclaimed (as already stated): "We have now finished him."

1815 *Baroda 9th August 1815 (1815, P. D. 423)*

James R. Carnac to Francis Warden.

*Fatesing's
feelings of
anger*

Fatesing declares that any investigation, though it may detect the Peshwa himself as the abettor of the crime (of which His Highness avows his belief), will never restore the loss which the Gaikwad Government has sustained in the Shastri. His Highness avers that the British Government, as the guarantee to his Minister, is bound to see ample reparation, consistently with its well-established character, and as an act of justice to its own honour, but that the Gaikwad State cannot conceive, even if the Peshwa has not been the instigator, that no reparation, short of the surrender of all the points in dispute, can be accepted for the unprecedented outrage committed at Pandharpur. His Highness further added that the punishment of the perpetrators or the Peshwa's confidential servant, Trimbakji Danglia, would prove an inadequate satisfaction to the Gaikwad Government, deprived as it has been of its most intelligent servant, and who was so well calculated to conduct the negotiations to a successful issue. The Peshwa would in that case have that benefit of the murder of the Shastri, of whose talents, ability and penetration His Highness has had evidence, and grant the Gaikwad the miserable reparation of punishing the hired instruments of the crime.

Fatesing, after these observations, declared his resolution of recalling Bapu Mairal and the late Shastri's family without delay.

His Highness feelingly deplored the heavy loss he has sustained in the Shastri, and threw out some suspicions of Sitaram, apprising me at the same time that a body of Dhar troops, subject to the power of this person, had come to Godhra on the borders of Gujarat. I recommended His Highness to be vigilant of Sitaram's acts under these circumstances, and he has in consequence resolved to enforce the rigorous confinement of this person within his dwelling house, a measure which I consider extremely proper, and which should never have been overlooked since Sitaram was placed under personal restraint.

In reference to His Highness's expressions of regard for Gangadhar Shastri, I beg to report that Fatesing pathetically expatiated on his having no other means of testifying his respect and affection for the deceased than by the nomination of his eldest son to his situation in the Gaikwad Government. His Highness has carried his intention so far into effect as to notify to the Shastri's son in a letter of condolence his intention to appoint him to the office of mutalik.

Baroda, 8th August, 1815 (1815, P. D. 423).

1815

James R. Carnac to Francis Warden.

A considerable degree of consternation, and surprise now prevails in this town; and much confidence will be lost in the public faith of the British Government, unless the murder of Gangadhar Shastri, as the representative of the Gaikwad at Poona under the 'Company's guarantee, is conclusively fixed on the heads of the instigators, perpetrators and accessories of this unexampled act of atrocity.

Consternation

Baroda, 11th August, 1815 (1815, P. D. 424).

1815

J. R. Carnac to Francis Warden.

In my letter of the 8th I noticed the surprise and consternation at Baroda. I have seen it exemplified in the public Darbar and generally in the town by the state of preparation of the increased retinue of persons of respectability; for such has been the effect of the extraordinary treachery at Pandharpur that mutual confidence is shaken.

Dismay in Baroda

No. 1. Translation of a letter from Moro Trimbak to Bapu Mairal, dated Pandharpur, 20th July, 1815, written at 10 p. m.

This day, five ghurries after the commencement of the night, a message was sent from Trimbakji Tatyā, through Chiplunkar and communicated by Raoji Maratha to my Master [the Shastri], pressing him to go to Deva Darshan. On which, taking along with him Chetandas Bava, without the knowledge of any one, he went to Deva Darshan. After Deva Darshan, I and Raoji remained behind with Chetandas Bava; and my Master, and Bapu, and four or 5 attendants were returning on the road. He was assassinated and received 5 or 6 wounds, and a tumult arose.

Moro's account

I, who was with Chetandas Bava, quickly arose from thence. Notwithstanding the tumult in the road, I was ignorant of its cause. When I reached the ward, the party had not arrived; on which account after making ready, I set out, and found the dead body in the road. Having taken it up, I brought it to the ward; the particulars shall be communicated hereafter.

No. 2. Deposition of a man named Lambaji, khidmatgar of Khandoji Patel, arrived from Pandharpur.

He stated thus: "I went from the vada (dwelling house) in the evening into the town to procure a chulha (fire place). Daji Saheb went to Deva Darshan (to pay his devotions at the pagoda) with two or three attendants. I saw him. After having procured a chulha, I went to the Kothika vada, where a crowd had assembled, and a great tumult prevailed, and people were running in all directions. I then went without the gate, where two or three Brahmans were going along saying, "O Bapu, what a murder have they committed!" Hearing such, I went to Khandoji Patel's brother, of whom I inquired what was the matter. Then he and I, with two or three others, arrived near the vada, where I saw Brahmans carrying out the dead body of Daji in cloths. On inquiring afterwards I found that Daji

Lambaji's account

Sahab at his return from Deva Darshan had hold of the hand of Upadhya (his Brahman), and was conversing with him as he went along. Having passed out of the great gate, while proceeding on the Pardakshina road in the direction of Govindpura, he was attacked by a body of assassins, who came upon him near Odhav Bava's takht. They surrounded him, and first cut him at the left leg, by which he fell to the ground and loosing Upadhya's hand; that man took to flight. In the act of falling he was cut across the belling, [?] which went out on the shoulder, and the fourth on the head, besides receiving three or four other wounds. On hearing this account in the vada, Moropant went and, placing the body in cloths, brought it away (then the gates were closed). The people in camp, after arranging matters there, went to the vada. The body was picked up in the middle of the night and carried out to the banks of the Bhima near Pundlik, where it was burnt, with the cloths round it, because it was so much cut in pieces.

Shrimant closed the gates, and the party who went out to burn the body remained on the banks of the river till morning. They then went into the town, and took out everything to camp. I left Pandharpur on Friday at noon; in the road I heard that Gokhale's and the Purandhar man's troops had taken up a position surrounding the Shastri's camp.

1815 *Baroda, 13th August, 1815 (1815, P. D. 424)*

James R. Carnac to Francis Warden.

Suspicious I have the honour to enclose translated extracts from native letters, which have been furnished me by the persons receiving them.

No. 1. Extract, of a letter from Krishnaji Laxuman, Karkun to the Jambusar Fadnavis, and Kakoba Karkun in Baroda, dated 9th August, 1815.

Whatever you have of mine, take care of it, for this reason. News have arrived that Gangadhar Shastri has been murdered at Pandharpur, I therefore write to you to dispose of them carefully. It appears to me that the administration will revert to the Juna Mandal (meaning Sitaram). Show this letter to no one.

No. 2. Letter from Babu Mairal to Buba Maratha and Yashwantrao Dada, dated 28th July, 1815.

People here confidently assert that Danglia and others caused the act to be committed. Hari Bhakti sent a message to the Residency that the Punhis, conceiving the Shastri to be the Peshwa, assassinated him, and in the town this report is spread abroad; and he has also informed the other respectable personages. In Pandharpur, prohibitions existed against the admission of armed men; and 7 or 8 Karnatak men, armed, committed this deed, and with drawn swords dispersed by different gates into the town without any molestation.

1815 *Fategarh, 15th August, 1815 (1815, S. D. 291)*

John Adam to Sir Evan Nepean.

Calcutta orders His Lordship requests that similar assurances (of condolence) may be renewed in the name of Governor-General with the addition

of His Lordship's resolution to pursue the most prompt and efficacious measures for the detection and punishment of the murderers.... It is probable that the Gaikwad Administration will propose the immediate recall both of the remaining members of the Shastri's mission and of Bapu Mairal, the Resident's agent at Poona. It is desirable that this should be discouraged as long as there is an expectation that the Peshwa will comply with Mr. Elphinstone's demands, every assurance being given that they will be protected from molestation or injury. The Right Hon'ble the Governor-in-Council will perceive the importance in the present state of things of avoiding in his communications with the Gaikwad any indications of a suspicion of His Highness the Peshwa or even of Trimbakji, unless the guilt of the latter become manifest from the progress of the investigation, which will be conducted at Poona.

Letter from John Adam to Elphinstone, dated Fatgarh, 15th August, 1815.

The Governor-General has already expressed his apprehension that Trimbakji Dangle is deeply implicated in the guilt of the Shastri's assassination. But, until more decisive ground of inculpation is obtained, it would neither be just nor prudent to assume his guilt and proceed to act on that assumption. The course adopted by you of calling on the Peshwa to investigate the case and discover the perpetrators, is precisely that which it is proper to pursue in the first instance.... If however the result of an inquiry, pursued in this spirit, should be to fix criminality on Trimbakji, it may be feared that the Peshwa will either refuse to punish him, or secretly connive at his escape, or under a conviction that he is guilty he may refuse to comply with your demand. He may affect compliance and so conduct the inquiry as to render it nugatory. Another possible occurrence is that Trimbakji, apprehending detection, may suddenly withdraw with or without the connivance of the Peshwa and endeavour to excite an insurrection in the country, or may escape into the territories of a foreign State. It will be proper to consider the fit course for the British Government to take under either of these events and under any result of the especial procedure which the Peshwa may adopt.

In the first of the supposed cases ... if Trimbakrao be the perpetrator, ... it will probably be a justifiable consideration for His Highness's feelings to remit the capital part of the sentence, on the condition of Trimbakji being surrendered to the British Government to be confined for life. If therefore the expression of an earnest desire on the part of the Peshwa that the life of Trimbakji should be spared be conveyed to you under the circumstances supposed, or if on other grounds that degree of lenity appear to you likely to be beneficial, His Lordship authorises you to extend it to the criminal on the condition stated.

In either of the other cases supposed, excepting the case of Trimbakji fleeing without the knowledge and connivance of the Peshwa, His Highness will become distinctly and unequivocally responsible for the act of his servant, and the punishment of the actual

perpetrators of the crimes, which should not however be lost sight of, will become, in a political point of view, a question of secondary importance.

Should His Highness, by pertinaciously supporting Trimbakji or the other perpetrators of the murder of the Shastri, compel the British Government to consider His Highness as having set the British Government at defiance, the affairs will then become of a still more serious nature, involving questions and interest of the highest magnitude and importance. . . For the present it will be sufficient to signify to you in general terms His Lordship's decided resolution, in either of the cases supposed, to consider the Peshwa as having placed himself in the light of a public enemy of the British Government, and that Government to have acquired the right to pursue those measures which may be dictated by its own sense of what is due to its interests and dignity. Our intention of discontinuing all intercourse with the Peshwa in these circumstances is entirely proper, but His Lordship would not wish any active measures to be taken until the receipt of instructions to that effect, unless the state of affairs should be such as to render it hazardous to the public interests to delay them. Of this character would be in His Lordship's opinion any indication of a design to undertake active measures on the part of the Peshwa, or the entering on negotiations or intrigues tending to excite other States against us, or otherwise of a nature prejudicial to our interests. Either of these cases would justify and demand recurrence to measures calculated to prevent mischief of such a procedure by anticipating the designs. In any event you will consider the means of securing His Highness's person, an object of primary consideration; and you will not hesitate in the case contemplated or under any demonstration of an intention to quit Poona, connected with the designs here supposed, to take measures for preventing him from quitting the capital.

11. You will observe that in the preceding discussion His Lordship has not adverted to the possibility of His Highness the Peshwa being personally involved in this abominable affair. His Lordship cannot admit such a suspicion into his mind without the most direct proof of guilt or that inevitable presumption of it which would arise from His Highness's open and avowed protection of the murderers. Should the actual inculpation of the Peshwa be the result of the investigation, the instructions in the paragraphs referring to the case of His Highness's protection of the murderers will afford a rule for your guidance.

12. In the event of Trimbakji's sudden departure and endeavour to raise an insurrection in the country or to escape into the territories of a foreign State, there can be no question in the first instance of the necessity of resorting to immediate measures for attacking and destroying him; and you will of course, if this shall have occurred, previously to your receipt of these instructions, have taken the necessary measures for putting in motion the troops under the command of Colonel Smith and eventually the force under the command of Colonel Doveton for the accomplishment of that object.

No. 2. Letter from the Governor-General to the Peshwa, dated Fategarh, 15th August, 1815.

The circumstances, under which Gangadhar Shastri, the Minister of *Appeal to*
an ally of the British Government, resided at Your Highness's Court, *Peshwa*
render the atrocious murder of that eminent person an act no less
affecting the British Government than if a similar outrage had been
committed on a Minister of its own. Your Highness has already been
informed by Mr. Elphinstone that I must confidently look to your
anxious exertions for the discovery and punishment of the perpetrators
of this atrocious crime. Your Highness will feel how deeply the
character of your Government is injured by the perpetration of a
horrid murder on the person of a public minister in the midst of
Your Highness's Court, and how essentially the removal of the stain
depends on the conduct which Your Highness shall now pursue. I
am persuaded that it is unnecessary for me to press this on Your
Highness's consideration, or to repeat the interest taken by the
British Government in this affair, which entitles me to expect from
Your Highness the detection and punishment of the murderers.
Mr. Elphinstone has received my instructions to renew his representa-
tions to Your Highness on the subject, and I entreat you to consider
whatever he may state to you as proceeding directly from myself.

Poona, 16th August, 1815

1815

Mountstuart Elphinstone to the Governor General

In this letter Elphinstone states by what considerations he was *Plan of*
guided in the line of proceedings which he adopted. See: Forrest, *action*
Selections from the Minutes and Other Official Writings of the
Honourable Mountstuart Elphinstone (1884) pp. 134-143.

Poona, 16th August, 1815 (1815, S. D. 291)

1815

Mountstuart Elphinstone to the Earl of Moira.

After I had the honour of addressing you from Ellora, I con- *Elphins-*
sidered the course I was to pursue with all the deliberation which *tone's*
the importance of the subject needed. The accounts I received from *proceedings*
Poona and Pandharpur left no doubt in my mind that Trimbakji was
the author of the Shastri's murder. The same accounts as well as
the language held by the pilgrims, whom I met returning from
Pandharpur, showed that the belief in his guilt was universal, and
his crimes had excited a general clamour throughout the country.
Suspensions were even thrown without disguise against the Peshwa as
having approved, if he had not instigated, the assassination.

The principal points I had to consider were whether I should
call for an inquiry or wait for Your Excellency's orders. Nothing
would have accrued from the delay but disgrace of appearing to
doubt whether Your Excellency would resent the murder of a public
minister, invited hither under solemn and repeated promises of the
protection of the British Government. The advantages of the
present period are that the subsidiary force can be spared from the
frontier without the least inconvenience; a consequence of which
is that it can return into cantonments without creating suspicion.

These considerations, but chiefly the dishonour of remaining silent, when the whole country cried out, induced me to determine on accusing Trimbakji as soon as I had an opportunity, and these motives are sufficient to supersede all other considerations. But, after the measure is determined on, I may be allowed to examine whether the line of conduct I have adopted is as consistent with our immediate interest as it is essential to our permanent honour and prosperity. It may be in Your Excellency's recollection that at the time of Trimbakji's elevation, I stated my opinion that he was totally unfit to be the minister of a State in alliance with us, and that I only acquiesced in his appointment because I knew that I could not oppose him successfully without employing means inconsistent with the principles of an enlarged policy. I must however confess that I did not anticipate anything like the administration which I have witnessed for the last six months. The experience of that time puts beyond a doubt that Trimbakji had prevailed on the Peshwa to revive the old Maratha policy, from which we have succeeded in delivering the greater part of India. His system was uniformly to endeavour to keep things quiet at Poona by fair professions to the British Government, and to carry all his points abroad by open violence or by a very barefaced fraud. Some of the proofs of this are to be found in his occupation of the Nizam's posts at Malhavia and Dhulghat, on pretence of treaties, made in opposition to a fundamental article of the alliance; his seizure of the town of Babi and Bhowan Bhir from the garrisons of the same Prince; the tone of defiance adopted by his agent when he expelled the Nizam's troops and Jenkins's agents from the Raja of Berar's village of Stewacare [?] ; his instigating the Raja of Navanagar's dependants to rebellion and, after disavowing that proceeding and promising to rectify it, his sending a body of horse under the nephew of his principal officer in Gujarat to assist the rebels against the British troops; his granting an asylum to notorious plunderers and instigating various Chiefs in Kathiawar to rebel ; his perfidious seizure of the chief of Patri and of Jetha Mehta, contrary to the engagements with the blhumias, which are admitted even by the Peshwa to be binding for three years ; the aggressions of his deputy at Savanur on the Company's territories, as well as his depredations on the lands of the Patwardhans; his intrigues to subvert the Government of Baroda; and finally his atrocious murder of a public minister. All these are in themselves infractions of the treaty of Bassein, and they, besides, show principles so incompatible with our alliance that it is obvious our connection with the Peshwa could not long continue while he had such a minister. Trimbakji's treachery, violence and cruelty towards the killadars of Darwar, towards Appajirao Nimbalkar and other persons unconnected with our Government, as well as the language held by him and his agent on the subject of the chauth of Bengal, the tribute of Mysore and the Peshwa's right to be consulted in all our political proceedings, though not infractions of treaty, are full proofs of this spirit. It follows therefore that we must soon have demanded this man's dismissal, and that we could not have entered on any war or any serious enterprise as long as he was in power. Our demand however was most likely to be produced by his conduct

as a minister in forwarding some of the Peshwa's claims, which would have connected his cause with his Master's interests and with the object of excluding our interference in His Highness's internal government. It was scarcely to be hoped that he should give us an opportunity of demanding his punishment for his crimes as a man and in a case where the whole country is with us, and the Peshwa has himself no interest and no concern that he can avow¹.

I have hitherto said nothing of the charge against His Highness the Peshwa for participating in the murder. Though there are circumstances unfavourable to his innocence, there is nothing like direct proof that exists against Danglia, and the murder of a Brahman and of a person, whose death was likely to be revenged, is besides so totally inconsistent with his character that I cannot believe him guilty. At all events nothing could be done, if he were connected, beyond punishing his instruments; and it is therefore superfluous, if it were not imprudent, to push any inquiries into his share of the transaction.² *Peshwa not accused*

[Then follows an account of the measures taken by Elphinstone.]

After these measures I proceeded on my journey to Poona where *In Poona* I arrived on the 6th instant. His Highness the Peshwa had not yet arrived; but I received full accounts of his proceedings at Pandharpur. Shortly before the Shastri's death His Highness had adopted strong measures for the protection of his person. These were redoubled after the murder. New troops were entertained and removed from a distance on purpose to guard His Highness; and when he travelled, his palanquin was closely surrounded by a thousand Karnatak peons; which was the more remarkable, as it was his former custom to allow no troops to come within a certain distance of him while on the line of march. His Highness appeared surprised when he heard that I was coming back to Poona on account of the Shastri's murder, but he did not express any uneasiness at the return of the troops.

On the day of my arrival at Poona I received a visit from Bapu Mairal, who was no sooner alone with me than he accused Trimbakji Danglia of the murder of his colleague and threw out strong imputations against the Peshwa. His charge however was principally directed against Trimbakji, from whom, he said, his Government would expect retribution.

On the 9th, the Peshwa arrived in a close palanquin without giving notice of his approach and without being met by any of his Chiefs. Strong guards mounted at night over his palace and Trimbakji's house; and I now learned they were afraid of being assassinated by some of the Shastri's soldiers in retaliation for his blood. The

1. Another long list of Trimbakrao Danglia's anti-British activities is given in a letter of Elphinstone, dated, March 11, 1815, and recorded by Forrest in *Selections from the Minutes and Other Official Writings of the Honourable Mountstuart Elphinstone*, London, 1884, pp. 144-163. Query: Why was the man arrested?

2. Justice is supposed to be blind!

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encouragement of Banduji and Bhagvantrao in all their intrigues against him need not be enlarged on. It is sufficient to state that, by Trimbakji's own avowal to the Shastri, his hatred of him was such as to have induced him to plot his murder. This enmity was followed by a sudden and violent friendship. But, while Trimbakji treated the Shastri with the fondness of a brother, it is remarkable that he did not cease to maintain a secret connection with the mortal enemies of that Minister, and that at that time it was constantly reported that he intended to murder the Shastri, Govindrao. Banduji repaired to Trimbakji at Pandharpur, and care was taken to separate the Shastri from his friends.

From all this the strongest suspicions are excited, but all doubt is removed when we consider what passed on the day of the murder. The Shastri was sick on that day and would not have quitted his house, if he had not been repeatedly and earnestly entreated by Trimbakji to come to the temple. These extraordinary solicitations were accompanied by a request that he might bring few attendants. The Shastri accordingly went unattended to the temple and was murdered on his return. The assassins fled straight towards the temple with their naked swords, where Trimbakji was with the main body of his guards; yet neither there nor at any of the guards, with which the streets were closed, was any of them apprehended.

Trimbakji's guilt is no less established by his conduct after the murder. If a robbery had taken place in a little town closely guarded by his troops, Trimbakji would surely have ordered an immediate and strict inquiry, and would have taken up all suspected persons. But, when his dearest friend and adopted brother was murdered, he contented himself with sending a harkara to the Shastri's house some time after his death, to ask what the matter was; and when called on by the rest of the mission to institute an investigation, he said it was in vain, and that the Shastri had so many enemies, it was impossible to fix on any one. He afterwards threw out suspicion against Sitaram, who was a prisoner at Baroda, and Khanhoji, who was a prisoner at Madras, against the Punhi Pathans who never had any quarrel with the Shastri, and against his enemies in general; but he never hinted a suspicion of Banduji, his sworn foe, who was then in the town of Pandharpur, and to whom any person not anxious to conceal the truth would have directed his first suspicions. He also imputed the Shastri's murder to his negligence in going about unattended, contrary, as he says, to his advice; when in fact it was by his direction that the Shastri exposed himself in so defenceless a condition. The want of an inquiry cannot be imputed to mere neglect, as it was continued after my letter to Your Highness and after repeated messages to Trimbakji through his agent, Hari Aha, and Tatyá Gore, calling on him to arrest Banduji and Bhagvantrao, to seize their papers and examine their servants. The general clamour against himself for the murder would have induced him, if innocent, to seek out the real offenders; but it has only led to a prohibition against discussing the Shastri's murder in the city.

On all these grounds I declare my conviction of Trimbakji's guilt, and I call on Your Highness to apprehend him as well as

Banduji and Bhagvantrao, and to deposit them in such custody as may be considered perfectly safe and trustworthy. Even if Your Highness is not fully convinced of the guilt of these persons, it must be admitted that there is sufficient ground for confining them; and I only ask you to do so, until His Excellency the Governor-General and Your Highness shall have an opportunity of consulting on the subject.

I have only to add my earnest desire that their apprehension may be immediate. A foreign ambassador has been murdered in the midst of Your Highness's Court, a Brahman has been massacred almost in the temple during one of the greatest solemnities of your religion, and I must not conceal from Your Highness that the impunity of the perpetrators of these enormities has led to imputations which are not to be thought of against Your Highness's Government. No body is more convinced of the falsehood of such insinuations than I am,¹ but I think it my duty to state them. Your Highness may see the necessity of refuting calumnies so inconsistent with your reputation. I beg you also to observe that, while Trimbakji remains at large, his situation enables him to commit further acts of rashness, which he may undertake on purpose to embroil Your Highness with the British Government. He is at the head of the Administration at Poona and has troops at his command. He has likewise charge of Your Highness's districts, which are contiguous to the possessions of the Company, of the Nizam and the Gaikwad; and even though he should raise no public disturbances there, I cannot but consider with uneasiness and apprehension in what manner Your Highness's affairs will be conducted.

For these reasons it is absolutely necessary that immediate steps should be taken, as Your Highness will be held responsible by the Governor-General for any acts of violence which Trimbakji may commit after this intimation. I therefore again call on Your Highness to adopt the course I have pointed out to you as the only one which can restore confidence to the public ministers deputed to your Court. They cannot otherwise enjoy the security necessary to transact business with Your Highness, nor can they with safety even reside in the city; and every person will be obliged to take such steps as he may deem necessary for his own protection. One consequence of which will be an interruption to your communications with the British Government, until the measures, I have recommended, shall be adopted. I beg that Your Highness's reply may be communicated through some person unconnected with Trimbakji Danglia. With respect to the Minister that is to succeed and the present ones, I have nothing to say. It is not the wish of the Government ever to interfere in the nomination of your Ministers. It never has done so, nor has it any such intention now. But an ambassador, whose safety was guaranteed by the British Government, having been murdered by one of your servants, that Government must insist on the apprehension of the offender. It leaves the choice of his successor entirely to you, being assured that you will make such a selection as will tend to preserve and improve the alliance.

1. A strange way of finding out who murdered the Shastri.

Poona, 13th August, 1815 (1815, S. D. 291)

1815

Mountstuart Elphinstone to the Earl of Moira.

Among the precautions against the probable effects of my complaint against Trimbakji I recommended to the Gaikwad wakil, *Bapu Mairal's troubles* Bapu Mairal, to quit the city with the Shastri's family and to encamp near the Residency, explaining at the same time to the Government that the wakil was not going to leave the Darbar, but merely to send off the Shastri's women and children. He was fortunate enough to get out of the city unobstructed. But it soon appeared that the precautions that had been taken, were by no means premature; for, when he attempted to come to the Residency on the day after his leaving the city, a great part of his troops mutinied and refused to allow him to move. He is now encamped close to the Residency with about three hundred horse and as many foot, on whom he can depend. He does not now think it safe to send off the Shastri's family.

I was yesterday visited by Anandrao, who came from the Minister to acquaint me that the Peshwa had given the fullest attention to my letter, that he had ordered Bhagvantrao Gaikwad and Govindrao Banduji to be confined, and that the Ministers would make a fuller communication to a native agent, whom he desired me to send him in the evening.

The Minister is not himself in the Peshawa's confidence. Anandrao *Minister's message* is disqualified by his age and infirmities from taking an active part in any negotiation, and the native, I was requested to send, is in a like situation. I therefore sent a different person, to whom the Minister delivered a very long message from the Peshwa, professing strong attachment to the British Government, expressing his disbelief of Trimbakji's guilt, and pointing out the injustice of proceeding against him on mere popular rumour, but promising that, if I was ready to prove my charge, he should be immediately arrested. The Peshwa added that, if the fact of Trimbakji's three summons to the Shastri to come to the temple with few attendants could be proved, he would punish him immediately as convicted of the crime: and the Minister said that, if I could not prove the murder, but merely objected to Trimbakji as an improper man to do business with, he was sure His Highness would consent to remove him by degrees from all concern in my affairs. The Minister also entered into a long reply to one of the arguments I had stated as proving Trimbakji's guilt. It was that of having neglected to make inquiry, and the answer was that Trimbakji was so busy in washing the temple that he had no time for an inquiry. He did not even know that the Shastri was the person murdered, for some time; and as soon as he did, he was summoned to post guards on the Peshwa's palace. By the time that was done, it was too late for an inquiry; and therefore none was made.

His Highness the Peshwa's professions bear a most flattering appearance, but I am afraid they are not to be relied on. My intelligence leads me to think that His Highness feels all that infatuation for Trimbakji, which was easily to be inspired by the prospects of power

and aggrandisements, which that Minister had held out to him. With Trimbakji he must give up his hopes of reducing Gujarat to a dependent province, of cajoling the British Government, of intimidating the Nizam, and perhaps of in due time restoring the old Maratha Confederacy with His Highness at its head. I therefore expect that His Highness will recede from his present offer, and that it will be with the utmost reluctance that he will order Trimbakji to be confined; but it is a great point gained that he should have entered into a calm negotiation and allowed time for consultation and reflection, the effects of which must be favourable to our success.

1815 *Bombay, 19th August, 1815 (1815, P. D. 423)*

Francis Warden to James R. Carnac.

*Delay
advised*

At the present moment there is nothing before this Government that could implicate either the Peshwa or his Minister; and it would therefore be proper that it should be left to the discretion of the Resident at Poona either to detain Bapu Mairal or allow of his departure as, under the circumstances that may have since occurred, may be deemed most advisable.

You will assure His Highness Fatesing that every effort will be made by the British Government to compel the Poona Darbar to make a suitable atonement for so atrocious a proceeding against the accredited Minister of our ally, provided satisfactory proof can be obtained that either the Peshwa or any of the members of his Government has been accessory to the murder; but, as has been already observed, something beyond bare suspicion is necessary on which to ground an appeal for such satisfaction.

Sitaram

7. The Governor-in-Council entirely concurs in the propriety of His Highness Fatesing's marking his respect for the memory of the late Shastri by conferring the appointment of Mutalik on his son as well as in the measure of placing additional restraints upon Sitaram Raoji. Under the views which this Government has taken of the proceedings of Sitaram, it would hardly be matter of surprise, if circumstances should be discovered which might tend to implicate him in the assassination of the Shastri; but even, should it be otherwise, it must now be considered necessary to place him in a condition wherein he will be entirely prevented from entering into any further intrigues.

1815 *Poona, 19th August, 1815 (1815, S. D. 291)*

Substance of a note presented by Elphinstone to the Peshwa through Sadashiv Mankeshwar, dated 19th August, 1815.

*Urging
Danglia's
arrest*

I understand troops are assembling in Poona, which occasions me much uneasiness. It shows that Trimbakji has made impressions on His Highness very different from what the real state of affairs justifies. His Highness may be assured that we have no intentions of coming to extremities. The march of a battalion from Poona within these few days is a sufficient proof of this. When a body of troops is assembled here, material suspicions must exist; and it will be not difficult matter

for Trimbakji to bring about a quarrel. The only danger to which the British Government is exposed by such a proceeding, is that of an interruption in its old and well-cemented friendship with His Highness, but that event would be a source of deepest regret both in India and in England. I therefore entreat the Peshwa to consider to what the measures he is adopting, tend, and to compare the evils attending a full consent to my demands with those which must follow a rupture between the Governments. I beg him to reflect that, in such an event, the loss must be the Peshwa's and the gain, if there was any, must be entirely Trimbakji's, since my present demands affect the interests of no other person. His Highness will thus perceive whether, in giving counsels of a tendency to disturb the alliance, Trimbakji is actuated by any concern for His Highness's welfare, or solely by a wish to preserve his own power for a short interval by the sacrifice of His Highness's most important interests. At the same time I beg him to believe that there is not the most distant intention on the part of the British Government of proceeding abruptly against him, or of breaking a friendship, which has taken so long to form, at a short warning; and I most earnestly hope that His Highness will countermand the preparations suggested by the ill-disposed, and negotiate as hitherto on a friendly footing, until he shall have made up his mind to arrest the course of these discussions and thus terminate all differences in a manner equally consistent with the honour and advantage of both States.

Baroda, 23rd August, 1815 (1815, P. D. 421)

1815

James R. Carnac to Francis Harden.

The rumours have become so prevalent, respecting the intentions of the Peshwa's authorities at Ahmadabad, consequent to the murder of Gangadhar Shastri, to excite commotion in support of Sitaram's restoration to power with the aid of the Dhar troops under the influence of that person, that I am disposed to pay more attention to the contents of the papers of intelligence than might be necessary in ordinary case.

Invasion threat

Poona 23rd August 1815 (1815, S. D. 291)

1815

Mountstuart Elphinstone to the Earl of Mairu.

On the evening of the 20th His Highness the Peshwa sent for Major Ford and conversed with him on the subject of the present discussions. He speaks much of his friendship for the British Government and said that, if I would bring any sort of proof of Trimbakji's guilt, he would punish him immediately. It gives an unfavourable impression of the sincerity of his promise to punish Trimbakji, if his guilt is proved, to consider that, when he said this, he had already promised to confine him if I was ready to accuse him, and to punish him if could prove his three summons to the Shastri, and that I had taken up his pledge, and called on him to fulfil his part of the argument by committing Trimbakji to prison.

Discussion with Peshwa

On the 21st I received a message from His Highness in reply to my memorandum of the 19th, in which he disavowed that any troops were raising, and said that the assembling of troops from all quarters

at Poona was no unusual occurrence. All the rest of his message is quoted in the accompanying paper, which also contains my answer;¹ and to that I beg leave to refer Your Excellency. It was yesterday sent to the Minister, who said he would deliver it to the Peshwa in the evening.

If the present accusation of Trimbakji should lead to a rupture with the [Poona] Government, I am fully sensible of the greatness of the misfortune of losing such an ally at this period, but I am convinced from Trimbakji's measures and conduct that the present crisis must equally have taken place if the Shastri's murder had been past over, and that we should only have gained a truce of a few months by sacrifice of our national reputation.

The paper sent to the Peshwa.

*Objections
refuted*

1. "His Highness observes that, if he should be impressed with the same conviction that I have of Trimbakji's guilt in the murder of the Shastri, that person should certainly be imprisoned." The case I have stated is not mere matter of opinion. No reasonable man will deny that there are strong appearances of Trimbakji's guilt.

2. "His Highness however calls for direct proof that the assassins were Trimbakji's servants, or that they were instigated by Trimbakji." But it is the Government of the country alone that can search out criminals and discover their associates. Had any inquiry been made after the assassins on the night of the murder, they might have been taken up, and their instigators discovered. Such would have been the natural course for Trimbakji as the Shastri's friend and His Highness's Prime Minister. But, as he failed to make this inquiry, and afterwards forbade the subject to be spoken of, and imprisoned those who did not attend to his prohibition, the very absence of all direct information about the crime constitutes a strong proof of his guilt. How am I to bring forward the assassins? If they were not connected with Trimbakji, it might be possible for me to do so; but, if they are connected with him, it is evident I never can, as long as he remains in full power as Prime Minister. How can I get evidence? Who will dare to stand against a powerful Minister? Even the witnesses I have already examined, are afraid to stand forth and avow their assertions. What chance therefore is there of new ones appearing?

3. "The Bhau says that on the day the Shastri was assassinated, Trimbakji did not send three messages to him, inviting him to the temple, but that the Shastri sent to Trimbakji to inquire whether he should come to the temple or not; to which he answered that he might come, and nothing more; but that nevertheless, if it could be proved that Trimbakji sent three times to call the Shastri, that person should be imprisoned." I undertake to prove the three summonses. All that were present at the time gave this account at first, and their statements have been taken down in writing. I confess I have doubts whether those who reside in the city will now venture to tell the truth; but

1. See the next document, accompanying this letter and entitled *The paper sent to the Peshwa.*

those who are exempted from the dread of Trimbakji's power are still ready to appear. Moreover, if the Shastri sent to ask Trimbakji's leave, Trimbakji will be able to mention whom he sent.

4. "The Bhau has remarked by His Highness's directions that he has understood it to be the custom according to the English laws, when a person is suspected of murder, to confront him with witnesses and then to imprison him. That afterwards the fullest investigation is made; and if the person is found guilty, he is punished; but if not, he is released; that in the present instance no witnesses have been produced against Trimbakji, and that His Highness cannot therefore imprison him." I beg leave to acquaint His Highness that by the English laws a person accused of murder is immediately apprehended and committed to prison; after which, a court sits to ascertain whether there is sufficient ground of suspicion for bringing him to a regular trial. When the guilt is fully established in this last trial, he suffers death. Now all that I at present demand is the imprisonment of Trimbakji.

5. "His Highness has remarked that I have demanded the confinement of Trimbakji, because I was persuaded of his guilt from the strength of the suspicions that had fallen on him, but without producing any proof of his criminality. That His Highness however had no such conviction, and it is asked what the Governor-General will say on hearing this?" His Highness may be assured that I have fully considered that question, and that I would not press demands which appear so disagreeable to His Highness, if I were not certain that His Lordship would regard my neglecting to do so as an abandonment of the honour of his Government. I beg His Highness to believe that the last thing I should wish would be to push any negotiation further than was required by my instructions. As to the approbation of my own Government, I am solicitous of His Highness's favourable opinion. I beg therefore that he will not consider any opposition I may be obliged to make to him in the discharge of my public duty, as an offence of a personal nature. I must however be permitted to hope that His Highness will consider my communications as those of the Government by which I am accredited, until he has some reason to think otherwise. It would have become His Highness's friendship, when I charged a man with so enormous an offence in the name of my Government, to have arrested him. But, if His Highness wishes to hear the Governor-General's sentiments from himself, he may wait. I have no wish or intention to employ force, of my own authority, to procure Trimbakji's imprisonment. If the safety of British troops is endangered by the assembling of armies at the suggestion of ill-disposed men, I shall be obliged to adopt corresponding precautions; and when armies are drawn up on both sides, the consequence is uncertain. But, if His Highness's troops are not assembled, those of the British Government will remain as they are; and the Governor-General's orders will be expected in quiet. I however solemnly apprise His Highness that the measure I have recommended ought on all accounts to be speedily adopted. Any delay will be injurious to His Highness's character, offensive to the Governor-General and dangerous to the alliance. However anxious His Highness

may be to preserve the friendship between him and the British Government, yet there can be doubt that every hour that Trimbakji remains at large will be employed to destroy it. He will fill His Highness's mind with false suspicions. He will assemble troops on false pretences.... He will write to foreign Powers in His Highness's name, and he will miss no opportunity of bringing about a rupture by still more open means. The blame of all this will attach to His Highness; and the alliance will be dissolved, contrary to the wishes of both parties, by the mere employment of this man as a minister.

6. "His Highness has observed that if the English, on bare suspicions and without any proof of Trimbakji's guilt, demand his imprisonment now, they may do the same with any future Minister, who may be disagreeable to them, and that in such circumstances His Highness's dignity would be lost forever". The conduct of the British Government, which has never interfered with His Highness's Minister during an alliance of 12 years' standing, ought to remove that apprehension. At present Trimbakji's confinement is demanded, because there is strong ground of suspicion against him for the murder of an ambassador, who came here under the protection of the British Government. This case surely is not likely to recur. I should be more justified in arguing that, if one ambassador were murdered with impunity to-day, another may be murdered to-morrow, and no one would be safe who was disagreeable to His Highness's Minister.

7. "I request that at my audience of the Peshwa, neither Trimbakji nor any of his adherents might be present, to which His Highness has only replied that Trimbakji has for 5 or 6 months conducted His Highness's affairs with me; and that, if during that period he has insisted on the enforcement of anything inconsistent with treaty, he shall be punished." It would be easy to point out numerous cases where the treaty has been infringed by Trimbakji, not by negotiation, but by open force. But for these acts I have never desired his exclusion from the Darbar; and the most I should ever have demanded would have been his removal from stations where he had the power to injure the British officers. I now demand his exclusion, because it would be indecent in me to associate with him, after I had accused him of murder, and because I think it becomes His Highness to remove him for his crimes and to commit him to prison. In the meantime I hope His Highness will be pleased to provide means of keeping up the communication by appointing some persons, possessed by his entire confidence and not connected with Trimbakji, to confer with me on the present subject of discussion. I am persuaded that, in the event of such an arrangement, I should be able to show His Highness how much his honour and advantage are involved in his adopting the course I have pointed out, and how great [a loss] of both he will incur by following the interested advice of the ill-disposed.

1815 Baroda, 17th August, 1815 (1815, P. D. 424)

James R. Carnac to Francis Warden.

Shastri's murder Since my dispatch of the 11th the Gaikwad Government has received many dispatches from Poona, descriptive of the manner in

which Gangadhar Shastri was murdered, as well as of such facts connected with the detestable act as have hitherto transpired. As all the information collected by the Gaikwad mission has been rendered to Mr. Elphinstone, it is not necessary to trouble Government with accounts which in due course will be submitted.

The same opinion, as noticed in my dispatches of the 8th, and 9th, and 11th instant, is gaining credit, particularly as on the day the Shastri was assassinated, Trimbak Danglia importuned by three different messages that the Shastri would come to the pagoda, though he had declined on account of being slightly indisposed. The Shastri, it appears, was murdered at a short distance from the Pagoda, after parting with Trimbak Danglia but a few moments, and that the assassins, after the commission of the deed, ran in the direction of the Pagoda. Sitaram's agent was with Danglia at Pandharpur, and it is said that for two days, before the Shastri was killed, His Highness the Peshwa had taken extraordinary means for the security of his own person.

The guard of this Government, I have reason to believe, is vigilant over the person of Sitaram. I shall not fail to represent to Fatesing the necessity of rigid superintendence over the movements of this person and his adherents.

Poona, 27th August, 1815 (1815, S. D. 291)

1815

Mountstuart Elphinstone to the Earl of Moira.

I have the honour to acquaint Your Excellency that I was yesterday visited by a deputation from His Highness the Peshwa, consisting of Baloba Vinchurkar, Moro Dixit, Chimmaji Narayan, Gopalrao and Anandrao. Major Ford was also present by His Highness's desire. *Further discussion*

At length they began on the old ground of want of proof, and I recapitulated all the arguments already used to establish Trimbakji's guilt, they taking notes of all that appeared to them to be new. I then said Trimbakji had denied ever sending for the Shastri, and had represented that Minister as having applied for permission to come; and that His Highness had four times assured me that, if I could prove the three messages attributed to Trimbakji (or even one of them), he would consider that person as convicted and deal with him accordingly; that I now held the proofs in my hand of Trimbakji having sent four messages by four different persons, whom I named, and pledged myself to make it good as soon as Trimbakji was arrested; that I did not however give the names of those persons as witnesses, being convinced that most, if not all, of them would immediately take their oaths that they knew nothing about the matter: that I must even decline giving the names of my own witnesses, as neither they, nor I, had confidence in their personal safety if they were to appear against Trimbakji as long as that person remains in power.

Baloba then remarked that the only difference between me and the Peshwa was that I was for confining Trimbakji before the trial and the Peshwa for doing so after conviction. I replied by appealing to Baloba, who had often held governments and commands, whether,

if a common labourer was charged by another person before him with murder, he would not immediately arrest the accused; and on his admitting that he would, I went on to ask whether it was reasonable to refuse to arrest a person accused of such a crime in the name of the British Government, when strong grounds of suspicion (to say the least) had been exhibited against him, when, I said, I pledged myself to prove the fact on which His Highness rested his guilt, and when it was apparent that, until he was arrested, no direct evidence could be produced.

1815 *Poona 29th August 1815 (1815, S.D. 291)*

Mountstuart Elphinstone to the Earl of Moira.

Vakil's recall Your Excellency will have already been informed that His Highness the Gaikwad has written positive orders of recall to his vakil, liable however to be suspended if I should be of opinion that the Peshwa was willing to make due atonement and compensation to the Government of Baroda. As I saw no symptoms of such a disposition, I allowed the Gaikwad's orders to take their course, and applied for passports to enable the vakil to quit the country.

1815 *Poona, 6th September, 1815 (1815, S. D. 291)*

Mountstuart Elphinstone to the Earl of Moira.

Poona proposals rejected I have had many overtures through various channels, which appeared to be authorised by the Peshwa, but which were declared to be merely the suggestions of the persons by whom they were communicated. They were: 1st, that the Peshwa should send Trimbakji to command the army before Dharwar, or to take charge of the fort of Rajghar about twenty miles to the southward of Poona, by which means his trial might go on without fear on the part of the witnesses; 2nd, that while the trial lasted, he should be removed from his command of the troops raised to serve with the subsidiary force, and from the charge of affairs connected with the Residency, but should retain all his other offices; 3rd, that he should be forbidden the Darbar during the trial (perhaps in addition to the deprivations mentioned in the last article); 4th, that he should retire from Poona during the trial, giving the security of some Chief for his good behaviour; 5th, that he should retire during the trial, and in the event of an acquittal should remain at a distance from the Court, though without any other deprivation.

[*All these proposals were rejected by Elphinstone*]

On the night of the 1st instant I had the honour to receive Mr. Adam's dispatch of the 15th of August, on the grounds of which I drew up a note to His Highness, of which the enclosed paper contains the substance. Some arrangements, respecting intelligence which I was anxious to complete, before I made His Highness acquainted with Your Excellency's decision, obliged me to put off the delivery of it till the 4th instant. I believe it is certain that His Highness had made preparations for a journey, and was one night on the point of starting for the fort of Purandhar, but he was dissuaded

from this step, which Trimbakji strongly recommended, by the representation of Gokhale, and perhaps by his own reflections, on the 4th instant, on my note and Your Lordship's letters, accompanied with assurances of an intention to avoid all precipitation, but with a declaration that I must take the measures referred to in my note, if Trimbakji were not seized in the course of next day.

The Peshwa spent a great part of the night of the 4th in consultation with the Bhau, Gokhale, and Baloba; and on the 5th I received a message from the Bhau, acquainting me that His Highness had been prevailed upon to agree to imprison Trimhakji, on condition that the British Government should not hereafter demand his capital punishment or his surrender to its own officers, and also that the British Government would call for no further inquiry about the murder. The Minister stated that His Highness's great anxiety was to preserve his quiet, which he hoped would not be disturbed by any further discussions on the subject. I thought it best to satisfy the Bhau by an unofficial communication that there was no design of requiring Trimbakji (when in our custody) to discover his accomplices, and that even the voluntary declarations of a person in his situation would not be much attended to, if they went to implicate persons instrumental to his confinement; that with the respect to further inquiry enough would be done for the honour of both States by the surrender of Trimbakji to the British Government, and by giving up Banduji and Bhagvantrao to their own Sovereign; and it would be unnecessary for the British Government to make any unusual exertions for the discovery of Trimbakji's accomplices,¹ though, if any were hereafter detected, we must insist on their punishment.

*Danglia's
arrest*

On the night (the 5th) the Peshwa had a long consultation with the persons before mentioned, at which he finally determined to send Trimbakji to a hill fort. The Bhau withdrew after this decision, and Trimbakji was sent for. He was admitted to the Peshwa's presence, and His Highness communicated his resolution with many assurances of a nature to soothe his feelings, and promises of protection to his family. Trimbakji then set off in a palanquin, followed by two others, containing clothes and provisions, and accompanied by two hundred Arabs and a party of horse. He was sent to Vasantgarh, a hill fort near Satara, which, the Bhau says, was fixed on at his recommendation.

This morning I received a message from the Bhau requesting me, now that all was settled, to prevent the Gaikwad's wakil from setting out and to make him recommence his negotiations. I replied that I was happy to hear that His Highness had separated Trimbakji from his person; but that Your Lordship's demand for his surrender to the British Government was not fulfilled and could not be given up; that I hoped His Highness would accomplish it before any other orders arrived.

Mr. Elphinstone's letter to the Peshwa, dated 4th September, 1815.

I have formerly had the honour to submit to Your Highness such remonstrances and demands as appeared to me to be required by

1. See the promise made to the Gaikwad on July 23, 1815.

my duty and by a regard to the probable sentiments of Government I represent. I have now received a letter from the Governor-General to Your Highness, which I have the honour to present with a Marathi translation. I have also received precise instructions from His Excellency, and I think I cannot better consult his wishes and Your Highness's welfare than by communicating to Your Highness without reserve such parts of them as bear on the present state of affairs.

His Lordship begins his commands by observing that there appear to be strong grounds to suspect Trimbakji Danglia, but that without more decisive grounds of inculpation it would not be just to assume his guilt and act on that assumption. The course to be pursued by me, His Excellency observes, is to call on Your Highness to investigate the case and discover the perpetrators. His Excellency the Governor-General had no doubt that Your Highness would honestly and sincerely apply yourself to the detection of the guilty, and that, whoever they might be, they should suffer the severest punishment that can be inflicted on a criminal. By such a course His Lordship declares that you would wipe off the stain which has fallen on your Government, and perform the part of a faithful friend and ally of the British nation. His Excellency however has taken the precaution to furnish me with instructions for every possible case, including what must have appeared to him the most improbable. His Lordship has contemplated the possibility of an inquiry being eluded, or conducted in such a manner as to render it nugatory, and of Trimbakji being permitted, though his guilt should be established, to escape, and to excite disturbances in the country. In all which cases His Lordship declares that he must hold you distinctly and unequivocally responsible for the act of your servant.

His Lordship's instructions were written immediately on the receipt of a letter I addressed to His Excellency from Ellora on the day preceding that on which I had the honour to address Your Highness. At that time there was but a vague suspicion against Trimbakji. Few of the facts, that have since appeared, were known; and there was no reason to expect the extraordinary neglect of all measures for discovering the murderers, which has since occurred. It will be a source of equal surprise and affliction to the Governor-General to find that Your Highness has actually adopted two of the courses which His Lordship regards in so serious a light. When His Lordship is apprised of this unexpected circumstance, he will doubtless issue orders that will leave me no discretion. It would indeed be only a strict obedience of His Lordship's commands, if I were now to break off all further communication with Your Highness's Government; but, as I am well aware of the desire of His Excellency to preserve a friendship that has subsisted so happily for a long period, I trust I shall not attract the displeasure of Government by consulting my own inclination and allowing Your Highness an opportunity of correcting the mistake into which you have fallen, before His Lordship's final orders shall be received. After the proofs that have been exhibited of Trimbakji's guilt and his own obstinate refusal to submit to an inquiry, the plain tenor of the Governor General's instructions authorises me to demand

his immediate execution; but, as in the event of a sufficient alteration in Your Highness's disposition, evinced by your delivering up Trimbakji Danglia even at this late period, an expression on Your Highness's part of anxiety to save the life of the criminal might induce His Lordship to mitigate the punishment that is due to him, I content myself with demanding that Trimbakji shall be made over to the British Government to be detained in prison, until there shall have been time for consultation between Your Highness and the Governor-General. Anything that Your Highness may then have to offer for the consideration of the Governor-General will be instantly forwarded to him and fully attended to, but no further proposition can be received by His Lordship until this has been accomplished. I hope Your Highness will immediately act on this request. I shall be obliged to consider your omitting to do so as a decided negative, and to assemble troops to meet the preparations which Your Highness has made. But, if Your Highness does not begin hostility or quit Poona. I shall take no other measure until the Governor-General's final orders arrive. I earnestly entreat Your Highness once more to consider the situation in which you stand, to reflect on the length and cordiality of the friendship, which your bad advisers call on you to sacrifice, and to remember that opposing yourself to demands, sanctioned by every law divine and human, has as little to recommend it to your honour as to your policy, and that it is not more sure to bring ruin on your affairs than eternal disgrace upon your name.

Poona, 13th September, 1815 (1815, S. D. 291)

1815

M. Elphinstone to the Earl of Moira.

The Peshwa sent for Major Ford; and after receiving him at his palace, retired, and left him to consult with Moro Dixit and Chimnaji Narayan on the best way of restoring the former harmony between our Government and his own. Major Ford took this opportunity of recommending an unconditional surrender of Trimbakji to the British Government as the only means of accomplishing His Highness's wish. The two persons already mentioned retired to report what had passed to His Highness, and returned in half an hour with the Peshwa's consent to the suggestion. This communication was accompanied by an assurance that the Peshwa had no knowledge of Trimbakji's guilt, and that, after he was surrendered, I might further push my inquiries to the utmost, or let them drop, as I thought proper. *Peshwa yields*

The manner of Trimbakji's surrender was also settled at this period; and it was fixed that a party of Major Ford's Brigade should receive charge of him at Vasantgarh and make him over to a British detachment. His Highness also desired Gopal Pant, the wakil, with Major Ford's Brigade, who had been present during the whole discussion, to return with that officer to the Residency and to acquaint His Highness with my sentiments on the present communication.

I received Gopal Pant after hearing Major Ford's account of the interview, and told him that, when Trimbakji was given up, everything should be as heretofore; that Your Lordship would rather mitigate than aggravate his punishment; that I therefore ventured to answer

for the safety of his life, and that the practice of our Government enabled me to say that he would be exposed to no severities that were not implied in a strict imprisonment.

This message appears to have afforded great relief to the Peshwa's mind; and he this morning sent Moro Dixit and Chimnaji Narayan to assure me of his sincere desire to recover the confidence of the British Government. They spoke of the manner in which Trimbakji was to be made over, and told me that His Highness had no objection to a British detachment accompanying Major Ford's; but this I declined, because I thought it unnecessary, and because it was desirable that the surrender of Trimbakji should appear to be made cordially and through the agency of His Highness's own troops. A detachment consisting of 850 men will march to-morrow morning, and they ought to receive charge of Trimbakji in the course of five days more. In consequence of the good disposition now evinced by the Peshwa I have requested Bapu Mairal to suspend his departure, which was to have taken place to-morrow. He has cordially co-operated in all my late proceedings and has afforded much useful information and assistance.

1815 *Camp Mensur, 19th September, 1815 (1815, P. D. 424)*

Captain Hicks to Mountstuart Elphinstone.

Danglia I marched this morning with 500 men to Vasantgarh from this place nearly eight miles, at half past nine a.m. I received charge of the person of Trimbakji Danglia, who is now a prisoner with me. I shall leave this (place) early to-morrow and make as long a march as the roads will permit. These two last days we have had little rain.

1815 *Poona, 24th September, 1815 (1815, P. D. 424)*

Mountstuart Elphinstone to Francis Warden.

Three culprits I have the honour to acquaint you that Bhagvantrao Gaikwad, has been delivered up to me by His Highness the Peshwa, and I expect Govindrao Banduji likewise surrendered in the course of to-day.

Trimbakji Danglia is also to be made over to a detachment from Colonel Smith's company on the morning of the 26th, when all three will proceed to Panvel. They will probably reach that place about the 1st.

Resolution.

Measures taken It is intended that Bhagvantrao Gaikwad and Govindrao Banduji should be sent from hence [Bombay] to Baroda for the purpose of being delivered up to the Gaikwad Government.

Resolved that the commanding officer of the forces be instructed to provide a European guard under the command of a European officer for the purpose of proceeding to Panvel and receiving charge of Trimbakji Danglia, late Minister to the Peshwa, from the officer who may command the detachment under whose charge he may arrive at that place, and convey him to Thana, where he is to be delivered over to the custody of the commandant of the garrison, from whom the officer is to obtain a receipt for his person.

Ordered that the commanding officer of the forces be further requested to provide a second party from the marine battalion under the command of a European officer, who is also to proceed to Panvel and receive charge of the two other prisoners, named Bhagvantrao Gaikwad and Govindrao Banduji, who are to be brought to Bombay and put on board a vessel, which the Superintendent of the Marine will provide for conveying them to Broach, to which garrison the officer, appointed to receive charge of them, is to proceed and to deliver them to the custody of the commandant of Broach, obtaining a receipt from him for their persons.

Poona, 28th September, 1815, (1815, S.D. 292).

1815

Mountstuart Elphinstone to the Governor-General.

Letter from the Resident forwarding copy of one to the Governor-General, reporting the surrender of Trimbakji, Bhagvantrao and Banduji, and that they had been sent down the Ghats; that the advanced guard under Colonel Smith were returning to Sirur, and that the whole force would be in readiness to move to the frontier by the 1st of October. [This is the marginal summary of the letter, as given in the Diary.] *Prepared*

Thana 2nd October 1815 (1815, P.D.)

1815

J. Hallet, Judge and Magistrate, to Francis Warden.

I now beg leave to communicate to you for the information of the Right Hon'ble the Governor-in-Council the arrival of Trimbakji Danglia, at this place (Thana) yesterday evening¹.

Thana, 5th November, 1815 (1815, P.D. 425)

1815

J. Hallet to Francis Warden.

In obedience to the orders to me by your letter of the 27th ultimo I have now the honour to report for the information of the Right Hon'ble the Governor-in-Council that the family of the late Gangadhar Shastri arrived here this morning and have proceeded to the Government house allotted for their accommodation.² *Shastri's family*

Lord William, 20th January, 1816 (1816, S. D. 214/294)

1816

J. Adam to M. Elphinstone.

Your voluntary assurance to the Peshwa that the life of Trimbakji should be spared, that he should be subjected to no personal inconvenience not unavoidably included in the requisite strictness of his *Approval*

1. Danglia made his escape from Thana Fort on September 13, 1816. By April 6, 1819, he was once more a state-prisoner. The exact date of his re-arrest is not given in the Diaries. On April 15, 1819, he was sent to Calcutta on board the *Ernad*. (See 1816, P. D. No. 427; January 12, 1816, S. D. No. 296; September 12—23; No. 297; September 17, 20, 23, and pages 835—879 and 780—195. The copyist blundered in the pagination of 1816, S. D. No. 297. After reaching page 879, he numbered the next page 780, instead of 880.)

2. The Shastri's family were given a state-entry at Baroda on December 6, 1815; on which occasion the Shastri's eldest son was appointed mutalik. (Cf. Carnac's letter of August 9, 1815) He also received the Company's blandari. Other details about the Shastri are recorded in the Diaries. (See: 1815, P. D. No. 425; November 6 and 11, and December 9; No. 428; March 6; No. 429; April 17, May 2, 1816, S. D. No. 294/295; April 15)

confinement, that no means should be taken to compel or induce him to disclose the associates of his guilt, and finally your express reservation of the question of compensation to the Gaikwad for the decision of the Governor-General-in-Council, were entirely judicious and consistent with His Lordship's views and instructions.¹

Approval

The Governor-General-in-Council has deemed this to be a proper occasion to address a letter ² to the Peshwa, calculated to soothe and encourage him with regard to the undiminished confidence and friendship of the British Government, to impress on His Highness's mind the main principles and objects of the alliance, and to lead him to the conclusion that his only safe, honourable and advantageous policy is to adhere with fidelity to its obligations, renouncing the vain hope of effecting any object he has in view by means, open or covert, at variance with its maxims and spirit.

The Governor-General observes with great satisfaction that you have uniformly dissipated the apprehension of any further inquiry to institute any further proceedings in the nature of a trial. Independently of the other proofs, the facts, on the substantiation of which the Peshwa himself desired to rest the innocence or guilt of Trimbakji, namely his repeated invitations to the Shastri to go to the temple, being established beyond a question, and the proofs having been offered to His Highness and declined on frivolous pretexts, may be considered as closing that question altogether.³

If the trial of Trimbakji be not demanded on grounds of justice, ⁴ it is still less recommended by considerations of expediency. It is not necessary for the purpose of satisfying the public mind with regard to the essential justice of our proceedings, since the impression of his guilt is universal. An investigation at this period would revive questions and feelings that are better forgotten. It would even, notwithstanding the professed desire of His Highness the Peshwa that it should now take place, excite apprehensions and doubts in his mind with regard to the disclosures which Trimbakji might make with a view to avert his own fate, since, as you very properly and judiciously remarked to the Peshwa, the institution of a trial would annul the promises in favour of Trimbakji and would subject to punishment all other persons whose guilt might be established.⁵

On the whole then there appears to the Governor-General-in-Council to be no good reason for opening this question again, while many powerful considerations, referring no less to the honour and tranquillity of the Peshwa himself than to the general interests, operate against it.

In fact, His Lordship-in-Council does not deem it probable that the application will be received; but, if it be, you will oppose it on the—

1. Such are the principles of retributive justice.
2. See accompaniment No. 1. to this letter.
3. "Fiat justitia, ruat coelum—Let justice be done though the heavens should fall."
4. Why not?
5. Curiouser and curiouser!

ground already taken by you, confirmed by the opinion and resolution of the Governor-General-in-Council as above declared.

The question regarding Trimbakji's disposal is somewhat embarrassed by the application made by His Highness for the transfer of that person to his custody, which having now been brought directly before the Governor-General-in-Council by His Highness's desire, requires a distinct and positive answer.

The possession of his person must remain with the British Government, which is responsible to the Gaikwad, to the public and to the best interests of the alliance for his strict custody. With the utmost desire to gratify His Highness and with the resolution to do so on every point, on which it can indulge its disposition, without the hazard of injuring the paramount interests of both States, the Governor-General-in-Council is bound to oppose an unqualified negative to the application of the Peshwa for the transfer of Trimbakji to his charge. You shall be pleased to signify this resolution to His Highness in the manner the least likely to hurt his feelings, but at the same time in terms which shall leave him no room to expect any departure from it.

His Lordship-in-Council does not apprehend equal difficulty, although there may still be some, in obtaining the Peshwa's consent to provide for the family of Gangadhar Shastri, and His Lordship-in-Council is of opinion that the propriety of that measure ought to be represented to His Highness and every argument used induce him to adopt it.

If the Peshwa shall resist your arguments and representations, you will signify to him that the Governor-General-in-Council has discharged the duty of a friend in laying before him his sentiments on a point materially affecting His Highness's reputation both among his own subjects and foreign States; that His Highness's resolution is only regretted by His Lordship-in-Council in as far as it is calculated to produce a very unfavourable impression of His Highness; that, however the British Government may on that ground lament His Highness's decision, it has no intention of urging him further to the adoption of a measure which, if not prompted by his own feelings, His Lordship-in-Council can have no desire to see executed; and that you are accordingly authorised to terminate the discussion.¹

There is still another proceeding which might be adopted as a public mark of regret, namely for the Peshwa to transmit khilats of condolence to the family of the Shastri. This proceeding is not calculated to wound the pride of His Highness, but it may be open to the objection of being liable to be construed into an act of superiority over the servants or subjects of another State, which it would not wish the Peshwa to exercise. I have been desired to suggest it however, and to request that you will communicate with the Government of Bombay on the subject, and be guided by the result of that reference and your own judgment in proposing it to the Peshwa or not.

1. Nothing like pleasing the Peshwa.

Extract from a draft of letter to the Peshwa.

Assurances

The unquestionable evidence of the guilt of Trimbakji Danglia, possessed by Mr. Elphinstone and repeatedly offered to your Highness's inspection, justified and required the demand made by that Gentleman under my instructions for the surrender of Trimbakji to the British Government as a measure indispensable to the honour and interests of the British Nation and its ally, the Gaikwad, and no less essential to the reputation of your Highness's name. Your Highness's compliance with that demand by the unconditional surrender of Trimbakji Danglia with his accomplices, Bhagvantrao Gaikwad and Govindrao Banduji, has effectually silenced all aspersions and insinuations that might have been cast on your government,¹ and has restored in its original condition the alliance so happily subsisting between your Highness and the Hon'ble Company.

1816 *Bombay. 6th March, 1816 (1816, S. D. 294/295)*

Francis Warden to James R. Carnac.

Instructions

This letter is a mere repetition of the Calcutta letter of January 20, 1816. No further inquiry is to be made into the Shastri's murder, and Danglia is to remain a state-prisoner in the hands of the English.

Section C: SECOND PHASE OF FINANCIAL NEGOTIATIONS

After solemnly absolving the Peshwa from being implicated in the Shastri's murder, the British authorities rejected every demand made by the Baroda State for a settlement of the financial negotiations on the basis of compensation and reparation. All the Peshwa's claims were defended, whilst the Baroda counter-claims were weighed and found wanting.

DOCUMENTS

1815 *Baroda, 30th September, 1815 (1815. S. D. 292)*

James R. Carnac to Francis Warden.

*The Peshwa
and the
Shastri's
murder*

His Highness said that it was not possible for him to divest his mind of the Peshwa's implication in the crime, for the reasons which I shall class under the following heads.

1st, His Highness urges that it cannot be believed that the active Minister of the Peshwa and his acknowledged favourite should adventure to murder a public minister of a foreign Power, negotiating under the guarantee of the British Government, without the local sanction of his Sovereign.

1. Words written, not by the defending counsel, but by the presiding judge!

2ndly, that the Shastri was assassinated in the midst of the Peshwa's Court, and in the immediate neighbourhood of His Highness's residence.

3rdly, that the Peshwa had posted guards, two days previous to the murder, around his palace.

4thly, that after the murder the Peshwa increased precautions of his personal safety, instituted no inquiries, in the account rendered to His Highness personally by Bapu Chiplunkar, for the apprehension or knowledge of the perpetrators, detached a body of troops under Gokhale to overawe the Gaikwad camp during the funeral of Gangadhar Shastri, and prohibited the ingress of the Gaikwad people into the town of Pandharpur.

5thly, that religious principles in the Peshwa did not avail in inducing an inquiry into the murder of a Brahman and one of the Peshwa's own caste.

6thly, that the Peshwa desired the Shastri to bring only a small retinue from Poona, and on reaching Pandharpur forbade the entrance of armed men, except his own, into the town.

7thly, His Highness the Peshwa on his return to Poona took measures, before unknown, for the protection of his person.

8thly, that His Highness, though urged by the Resident at Poona, evaded inquiries into the murder, and refused on the clearest evidence against Trimbakji to cause him to be confined preparatory to his trial.

9thly, that the persons who gave evidence in writing of the proceedings immediately preceding the melancholy end of the Shastri, were threatened by the Peshwa's Minister, Sadashiv Mankeshwar, and urged to prepare fresh statements, which would not implicate Trimbakji Danglia.

10thly, that the Peshwa from avowed animosity against the Shastri suddenly manifested, but a short time before the murder of that Minister, the utmost regard and consideration, to the extent of a show of offering the sister of his wife in marriage to the Shastri's son.

11thly, that His Highness secretly encouraged, while professing attachment to the Shastri and a desire to bring his negotiations to the most honourable termination to all parties, the emissaries, Bhagvantrao and Banduji; and that the latter was at Pandharpur in His Highness's Court in a clandestine manner at the time of the assassination of the Gaikwad Minister.

Lastly, that the criminal Trimbakji Danglia, has only been surrendered by the Peshwa in consequence of the decisive measures of the British Government, not by His Highness's good will, but the dread of his further support of his favourite leading to the overthrow of His Highness's Government.

Under these circumstances, Fatesing proceeded to say that the surrender of Trimbakji Danglia, though extremely honourable to the

English name, could never be considered as an adequate satisfaction for the assassination of the Gaikwad's confident and most able public servant. His Highness described himself as impressed with profound sentiments of respect for the acts of the British Power, and observed that this feeling generated an implicit reliance on its justice to the Gaikwad State, if circumstances render it inexpedient to prosecute the investigation of the Peshwa's criminality on the strong presumption of guilt, which the whole tenor of his conduct has produced.

His Highness adverted to the treacherous acts of the Poona State since the origin, many years ago, of its connection with the Gaikwad, setting forth the seizure of Damaji Gaikwad in violation of the plighted faith of the Peshwa in person, and the consequent partition of territory in Gujarat, which placed Ahmadabad in the hands of the Poona Government. The perjury committed on that memorable occasion led the Gaikwad to assert the privilege, rigidly exercised, of saluting the Peshwa with the left hand; and the late assassination of the Minister justified the dissolution of any connection which such perjury had created.

*Fatesing's
demands*

Such were the sentiments and opinions repeatedly avowed by Fatesing, and which he pointedly expressed his wish to be made known to the British Government. His Highness afterwards enumerated the conditions with which he would feel satisfied; or in the event of their entire rejection by the Peshwa, the Gaikwad State solicits the countenance of the British Government in such events as might be produced from the footing on which the relations of the two States would consequently be placed. The conditions stated by Fatesing comprise:

1st, the Peshwa's renunciation of all pecuniary claims on the Gaikwad, including the past and future.

2ndly, that in lieu of the Gaikwad's claim for Broach, the taluka of Ahmadabad be surrendered to the Gaikwad forever; or in the event of the British Government considering the demand unreasonable that the Peshwa farms his possessions in Gujarat to the East India Company at an equitable standard. This measure, His Highness remarked, was essential for the tranquillity of Gujarat, which had been subverted from the hour of the Peshwa's resumption of his possessions.

In the event of the Peshwa's compliance with these demands, the Gaikwad is willing from his acknowledged allegiance to the Shahu Raja to discharge the sum of five lakhs of Rupees for clothes of investiture on the advancement of a legitimate member of the Gaikwad family to the Baroda Gadi, and the service of 1,000 horse, whenever the Maratha Empire is engaged in an important enterprise.

His Highness concluded by telling me that in preferring the present important demands, his honour was involved in a superior degree to his interests. The Shastri's situation in the Gaikwad Government, and moreover his having been vested with unlimited powers in his mission to Poona, required that his murder was marked

by consequences consistent with the sacred obligation of safety to the public functionaries of Governments. That it was incumbent to show the world the importance attached to the manner of the Shastri's death. This, he submitted, with becoming confidence, to the justice and honour of the British Government, relying on the full influence of those feelings excited by the atrocious act at Pandharpur.

Poona, 5th October, 1815 (1815, S. D. 292)

1815

Mountstuart Elphinstone to John Adam.

Bapu Mairal, at a visit he paid me yesterday evening, expressed a great desire to be made acquainted with the view, [which] the British Government took of the present state of the Peshwa's demands on the Gaikwad Government. He said the Peshwa's claims on the Gaikwad were first established by perfidy, and were maintained by mere force; that many circumstances had occurred to weaken them in late years, but that the Gaikwad had still (at the request of the British Government) sent a Minister here to negotiate a settlement of them; that the murder of that Minister had put an end to all relations between the Governments; and that, if any [relations] were to be renewed, they ought to be purchased by some sacrifice on the Peshwa's part. In short, he said [that] the Peshwa ought to renounce all his demands on the Gaikwad and to cede his share of Ahmadabad to that Government, otherwise the mission ought to return to Baroda. He however professed his readiness to remain at Poona if I required it, to take any other course that was agreeable to the British Government.

Baroda
claims

I declined giving the opinion required by Bapu Mairal, observing that the late transactions had changed the circumstances of His Highness the Gaikwad's case, and that I was under the necessity of waiting for instructions adopted to the present state of things.

I should be happy to receive His Excellency's instructions in the manner in which the Peshwa's relations to the Gaikwad are to be considered affected by the murder of the Shastri and the Peshwa's neglect of inquiry. If the discussions are to be renewed, . . . the affair must in all probability come to an arbitration. In that event it becomes a question whether any compensation is to be awarded to the Gaikwad for the murder of the Shastri; and if there is, what it is to be. Various modes of compensation might be suggested, some of which are the following:

The Peshwa might send a mission of condolence to the Gaikwad; but I imagine the latter Prince would rather decline it from a fear of its being made the channel of intrigues. The Peshwa might pension the Shastri's children. He might renew the farm of Ahmadabad or at least of Kathiawar; or he might agree to the arrangement already proposed for the settlement of Kathiawar and enter into such engagements regarding Ahmadabad as might prevent future disputes. His Highness might agree to such arrangements as may be desirable for settling the Gaikwad's relations towards him in a manner that may prevent future disputes. He may renounce his claims on the Gaikwad for the past, or the future, or both; or for part of each or of either.

Bombay orders of 6th October.

Delay We shall in the present stage of the question do no more than apprise His Highness Fatesing that the subject has been referred to the consideration of the Right Hon'ble the Governor-General.

1815 *Poona, 20th October, 1815 (1815 S. D. 292)*

Mountstuart Elphinstone to Francis Warden.

British justice Babu Mairal lately applied to me to authorise his departure for Baroda, on the ground of his having received no letter from his Government indicative of approbation of his having consented to stay. On my pointing out to him that the time for such a measure was past, since by delivering up Trimbakji the Peshwa had left no grounds for a rupture, and that he ought now to wait the orders of his own Court and the decision of the British Government on the new position of the Gaikwad negotiations, he consented to remain if I thought it necessary.

I take this opportunity of acknowledging the receipt of your letter dated October 11th, enclosing a dispatch of September 30th from the Resident at Baroda, advertg to the arguments of His Highness Fatesingrao to prove the Peshwa's share in the murder of the Shastri. I beg leave to observe that no possible advantage can arise from His Highness's advancing such an accusation, after satisfaction for the murder has been accepted on the principle of the Peshwa's innocence. I am led to point out this fact from an apprehension that His Highness Fatesingrao may be inclined to search for further proofs of the charge he has brought forward, and may thus be led into inquiries that would produce bad consequences at Poona.¹ He might for instance endeavour to obtain the desired proofs by examining Bhagvantrao and Banduji on the subject of the Peshwa's participation in the offence of which they are suspected. The Resident at Baroda would probably be determined by the tenor of my dispatches to resist such a proceeding on His Highness's part; but, as the adoption of it, if it came to the Peshwa's ears, would have the strongest tendency to disturb his mind and destroy his confidence, I beg leave to suggest that such communications should be made with Fatesingrao as may prevent any indiscretion on His Highness's part.

The arrangement, now decided upon, will be on many accounts the most desirable, as it will probably preclude the necessity of further inquiry, which is anxiously wished to be avoided for the reasons assigned.

With respect to Babu Mairal, it will be proper that Captain Carnac should be informed that, under the views we have taken of the subject, the arrangement between that Minister and Mr. Elphinstone ought to meet the approbation of the Baroda Government; and that it would consequently be necessary that Babu Mairal should be instructed to remain at Poona as long as Mr. Elphinstone should think it

¹ See the promise made to the Gaikwad on July 23, 1815, Section B, *Gangadhar Shastri's Murder*.

necessary to the general interests of the British and Gaikwad Governments.

Bombay, 28th October, 1815 (1815, S.D. 292)

1815

Sir Evan Nepean to the Earl of Moira.

3. Upon general principles we should not be disposed to view ^{*Bombay views*} the sacrifice of pecuniary claims as a suitable reparation for an offence of so flagrant a nature as that of the murder of an accredited minister, nor its acceptance to be consistent with the dignity of the State which has sustained the injury.¹

4. The pecuniary claims pending between the two States ought in our opinion still to rest on their merits, to be adjusted hereafter either by themselves or under the arbitration of the British Government, should no probability exist of their being otherwise adjusted.

5. Under the impressions we have formed of the disposition, manifested by the Peshwa, to the exercise of authority within the Baroda State, and the views of aggrandisement which His Highness has meditated, especially since the resumption of the farm of Ahmadabad, and of the general conduct of His Highness's servants in Gujarat and Kathiawar, it would appear to us that the following concession should be demanded of the Peshwa.

First, That His Highness should depute a respectable mission of condolence to the Gaikwad State for the murder of its accredited minister, whilst under the protection of the Poona Government.

Secondly, That His Highness should make a liberal provision for the family of Gangadhar Shastri.

Thirdly, That the Poona State should recognise and confirm the engagements, concluded by Colonel Walker with the Chieftains of Kathiawar under the guarantee of the British Government for securing the interests of the Gaikwad State in that province, the objects of which are to exclude other Powers from all interference in its internal affairs, provided the former mulukgiri claims, which have been fixed [to be] paid to these States in perpetuity, shall be regularly [paid].

And fourthly, That the Poona State shall not maintain at Ahmadabad, nor in the territories dependent upon it, within the province of Gujarat, any greater number of troops than may be necessary as a police establishment.²

Fort William, 20th January, 1816 (1816 P. D. 294-295)

1816

Adam to Mountsuar Elphinstone.

I shall first state the opinion of His Lordship-in-Council as to the degree in which the former relations between the Peshwa and the Gaikwar, and the questions depending between those Princes, are affected by the recent events at Poona. ^{*Compensation discussed*}

1. Why!

² The Bombay proposals suited their own policy; they wanted the Peshwa out of Kathiawar.

The Governor-General having from the commencement disclaimed the belief¹ that the murder of the Shastri had been perpetrated at the instance and with the privity of the Peshwa, and having proclaimed his conviction as to the actual criminal, and having demanded and obtained possession of the person of that individual from the Peshwa's hands, a concession which was declared to be received as a full absolution of the Peshwa's Government from the guilt of the murder, His Highness is in strict justice, entitled to be replaced, with relation to the British Government and to the Gaikwad, precisely in the same situation in which he was before that event.

His Lordship-in-Council does not consider the antecedently existing questions between the Peshwa and the Gaikwad to be affected by the murder of the Shastri,² while on the other hand he conceives the Peshwa to be bound by a sense of honour and a regard for his own character to make such voluntary compensation to the Gaikwad, as is suggested by the nature and magnitude of the injury sustained, in order to remove as much as possible from his government that taint which the violent death of a foreign Minister at his Court under any circumstances, must have thrown upon it.

Acting on this view of the subject the Governor-in-Council does not think it expedient to authorise the renewal of negotiation regarding any of the questions connected with Ahmadabad and Kathiawar on a footing of compensation to the Gaikwad for the murder of the Shastri.

The remaining modes of compensation to the Gaikwad, suggested by the Government of Bombay and by you are: 1st, that the Peshwa should send a mission of condolence to the Gaikwad, 2ndly, that he should provide for the family of Gangadhar Shastri.

These have obviously a direct and natural connection with the offence. At the same time, however just and equitable may be the demand of these concessions, it does not appear to the Governor-General-in-Council that we can positively insist upon either of them. To the first indeed it may be apprehended that the Peshwa will feel an unconquerable objection, referring to his known pretensions to supremacy over the Gaikwad, a pretension which he would doubtless consider to be virtually abandoned by acceding to the proposed mission. On the other hand, there seems reason to suppose that it would not be altogether acceptable to the Gaikwad, although his desire to see the adoption of a measure, which equally with the Peshwa he would view as an abandonment of the Peshwa's supremacy, would probably overcome his apprehension of the mission being rendered a channel for intrigue.

On the whole then, it is the opinion of His Lordship-in-Council that it will be better not to agitate this question, but that the British Government assuming the character, which justly belongs to it, of mediator between the parties, should declare at once to the Gaikwad

1 No judge is entitled to act on a mere belief.

2 Query: Would the Governor-General have come to the same conclusion if the murdered man has been, not Gangadhar Shastri, but Mountstuart Elphinstone?

its acceptance of the unconditional surrender of Trimbakji and of Bhagvantrao and Banduji as a complete absolution of the Peshwa's Government and as a sufficient proof and public manifestation of His Highness's regret and concern for the lamentable occurrence of the Shastri's assassination.¹

These observations naturally lead to the consideration of the state of the questions which were pending between Their Highnesses the Peshwa and the Gaikwad, when the death of the Shastri and the succeeding events interrupted the negotiations.

It is extremely desirable that, if possible, those negotiations should be renewed, and that an accommodation should be effected between the parties on the basis of the proposition then under discussion for the cession of territory to the Peshwa to the value of seven lakhs of Rupees per annum or such smaller amount as can be effected.

It is extremely desirable either to combine with the adjustment of these questions or to effect by a separate negotiation some arrangement for placing our interests and relations and those of the Gaikwad in Gujarat and Katiawar on a more satisfactory footing than has been the case since the expiration of the farm of Ahmadabad and the re-establishment of the Peshwa's authority in the province. The restoration of affairs to the situation, in which they were placed by that lease and by the arrangements concluded by Colonel Walker in Kathiawar, would be the most effectual means of putting an end to embarrassment and would undoubtedly tend more than any other plan to the furtherance of the interests of His Highness the Peshwa himself.

Although these objects cannot in the opinion of the Governor-General-in-Council be connected with the questions arising out of the Shastri's death, they will nevertheless form unexceptionable and desirable subjects of separate negotiation, and you will be pleased to communicate with the Government of Bombay and in concert with that Government endeavour to renew the subject at the Peshwa's Court. If however you should deem it inexpedient, on considerations referring to the state of the Peshwa's mind and disposition or on any other account, to regulate these questions at present, you will of course consider yourself at liberty to suspend the execution of these instructions.

Fort William, 20th January, 1816 (1816, S. D. 294-295)

1816

N. B. Edmonstone to Sir Evan Napier.

We entirely concur in the justice of the principle stated in the 4th paragraph of your dispatch of the 28th October², and we consider that principle to embrace some of the arrangements stated by you as constituting a fit mode of compensation to the Gaikwad, and we have consequently determined to restrict that compensation within very narrow limits and eventually to rest satisfied with the atonement

¹ As regards the second form of compensations, "that the Peshwa should provide for the children of the Shastri," see Section B, *Gangadhar Shastri's Murder*, letter of January 26, 1816, paras. 33-37

² Cf. *Supra*.

already made by the unconditional surrender of Trimbakji and his principal accomplices, Bhagvantrao and Banduji.

The familiar acquaintance, possessed by your Hon'ble Board and by Captain Carnac with the character and disposition of Fatesing Gaikwad and his principal advisers, will enable you without any instructions from hence to select those topics of argument and representation which are most likely to succeed in reconciling Fatesing to the renunciation of those extravagant expectations which he has been led to form, but which we are willing to view with indulgence,¹ in consideration of the severe shock which his pride and feelings have sustained by the melancholy fate of his favourite and confidential Minister.

It does not appear that the question of a mission of condolence being sent by the Peshwa to Baroda has been agitated with Fatesing; and it may therefore not be necessary to bring that point into discussion.

Your Hon'ble Board will determine whether any communication shall be made to the Government of the Gaikwad relative to the proposed provision for the family of Gangadhar Shastri at the expense of the Peshwa, before the result of Mr. Elphinstone's discussions with the Peshwa on that subject shall be known, and you will be pleased to instruct Captain Carnac accordingly. As the result however of the application to the Peshwa on this subject is doubtful, the inclination of our judgment is that it would be advisable to await Mr. Elphinstone's report of the success of his negotiation. If the Peshwa shall agree to make such a provision, we request that your Hon'ble Board will be prepared, in concert with Mr. Elphinstone and the Resident at Baroda, to arrange the details in the manner that may be judged most expedient.

1816 *Bombay. 6th March, 1816 (1816, S. D. 294/295)*

Francis Warden to James R. Carnac.

Directions The directions given to Carnac are but a repetition of the contents of the two preceding letters of January 20. 1816, the one of Adam to Elphinstone, the other of Edmonstone to Sir Evan Napcan.

1816 *Poona, 24th March, 1816 (1816, S. D. 294/295)*

Mountstuart Elphinstone to Francis Warden.

Poona claims 1. The Right Hon'ble the Governor will have received information of the Governor-General's decision that the Peshwa's claims on the Gaikwad are not affected by the murder of Gangadhar Shastri. They must therefore now be settled either by a negotiation between the parties or by our arbitration; and it will contribute to promote either of those courses to examine the nature of the claims, and the Gaikwar's objections to them.

General arguments 4. Before inquiring into the several demands in detail, it is necessary to examine some general arguments that tend to overturn them all. These are of two sorts, the first of which militates against

¹ This is adding insult to injury.

the existence of the Peshwa's rights from the beginning, while the other only maintains that they perished in the downfall of the Maratha Confederacy.

5. The first class of arguments is fully displayed in Colonel Walker's letter to the Hon'ble the Governor of Bombay dated July 21st, 1808,¹ and is founded on the facts that the Peshwa's claims are of modern date, that they were first established by perfidy and outrage, that they have always been fluctuating and uncertain, and that there have always been such large remissions as to make it apparent that the tribute to the Peshwa was merely nominal and the payments in reality mere occasional contributions to induce the Peshwa to grant assistance or to forbear from annoyance.

6. How far those arguments affect the Peshwa's claims will be best seen by a view of the history of these claims. Pilaji Gaikwad was at first a patel of a village near Poona. He rose to be a sardar in the service of the senapati and was very instrumental in conquering Gujarat under the command of Kantaji Bande, another of the senapati's servants. The senapati himself was the servant of the Raja of Satara, and derived any pretensions he had to Gujarat from the grant of the Raja Shahu. The third Raja of Satara, a weak and indolent Prince, devolved all the cares and the powers of his government on his minister, the Peshwa, who, long before the death of Shahu was the ruler of the Maratha Empire in everything but the name². At Shahu's death the Peshwa began to govern in his own name in consequence of a real or pretended grant of the deceased Raja. He still kept up the office of Raja, and invested a relation of Shahu's with the dignity, but he no longer pretended to be guided by the sovereign's orders or to consult him at all on state affairs. Long before the Raja's death. Trimbakrao, the Senapati, had endeavoured to resist the Peshwa's authority, but had been defeated and slain in a battle in Gujarat. *Historical survey*

From this time the Gaikwad's power in Gujarat appears to have commenced, though it was long before he effected independence. Yashwantrao Senapati, the successor of Trimbakrao, was oppressed in the end by the Peshwa; but as late as 1747 he gave the clearest proof of the Gaikwad's dependence by conferring on Damaji, Palaji's son and successor, the title of Samsher Bahadur, which is still held by the family; nor was the Gaikwad's authority established

1. Walker's letter is recorded in Section A: First Phase of Financial Negotiations.

2. This assertion is historically disproved by a letter of Purandare to Bajirao, dated May 25, 1734, on which Sardesai makes the following comment: "Purandare to Bajirao: communicates the terms of agreement which Damaji Gaikwad effected with Shahu and Fatesing Bhosle. This letter appears to have been written after the death of Kanderao Dabhade, whose sons did not mutually agree and were indiscreet in their conduct. Damaji Gaikwad took advantage of this and claimed the title of senakhas-khel from Shahu. The terms of the agreement are given above and are clear and definite. This is the origin of the dispute with the Dhabade brothers. The Peshwa had no hand in the matter. Damaji Gaikwad warns Shahu not to allow the Peshwa to interfere with this agreement." Peshwa Daftar, Vol. XII, Letter 67.

without a struggle with the other great servants of the senapati, of the houses of Bande and Pawar, whom however he succeeded in expelling from Gujarat.

7. During this period some unsuccessful attempts were made by the Peshwa to reduce Gujarat under the authority of the Raja of Satara or in other words under his own. Finding himself baffled in his open attacks, he entered into a negotiation with the Gaikwad, during the course of which the Gaikwad joined in an intrigue that was set on foot at Satara for the Peshwa's destruction, and came to Poona with his army to assist the conspirators. The Peshwa dissembled the resentment occasioned by this change in the Gaikwad's conduct and again commenced a negotiation, which was continued until the Gaikwad was thrown off his guard by a solemn truce, when the Peshwa attacked his camp, routed his army, and made Damaji himself prisoner. The Peshwa then renewed his attempts to obtain possession of Gujarat; but finding them entirely fruitless, he was obliged to negotiate with his prisoner, the Gaikwad. The terms proposed were that he should cede half his possessions and hold the rest subordinate to the Peshwa. The Gaikwad consented to the proposal, but it was not until he was sent himself to Gujarat with a large army of the Peshwa's, that his ministers could be prevailed upon to acquiesce in the agreements. The Peshwa's army was on this occasion commanded by Raghoba, the present Peshwa's father, who after the partition of Gujarat was joined by the Gaikwad's army and proceeded to reduce the town of Ahmadabad, which had till then remained in the hands of the Moguls. When Ahmadabad was taken, it was divided between the Peshwa and Gaikwad in the manner which subsists to this day. Damaji was set at liberty after partition, and from that time forward he appears to have served the Peshwa with zeal and fidelity. He was present in the victory over the Moguls at [Lahore?] and in the fatal defeat at Panipat. Even the shock which the Peshwa's power received on that occasion did not induce him [Damaji] to throw off his dependence, for in the course of the next year he came to Poona to assist Raghoba in a civil war with his nephew, Madhavrao. He was successful on this occasion, and rewarded his partisan by getting for him from the imprisoned Raja of Satara, that title of Senakhaskhel and a sanad for his share of Gujarat. Raghoba soon after received from Damaji a cession of Teladi and five other districts near Satara as a compensation for some deficiency in the Peshwa's share at the original partition. These districts yield 2,54,000 Rupees, and are often mentioned in the succeeding disputes. At the same time Raghoba is stated by the Gaikwad's Ministers to have [resigned?] all claim to a share in future conquests, and especially to the mahals then possessed by the Babis.

8. After this agreement Damaji returned to Gujarat, and employed himself in conquering the Babi mahals and other countries, until he was summoned to assist Raghoba once more against Madhavrao. Damaji was himself detained by sickness, but he sent his son, Govindrao, with his contingent. Raghoba was now defeated, and the victor punished the Gaikwad's adherence to his

enemy by imposing on him an annual tribute of 5,25,000 Rupees and an annual service with 3,000 horse during peace and 4,000 during war. Before this the Gaikwad appears to have paid no tribute, and to have served with what troops he could assemble according to the exigencies of the State, without being obliged to send a regular quota every year like a *saranjami* chief. At the same time that these terms were dictated, the Peshwa promised to restore the districts worth 2,54,000 Rupees in the beginning of the next year. This agreement is said to have been acted on in the Arabic year 1164; but the first record of the payment of the tribute is in 1165, from which time it was regularly paid.

Three years after this treaty Damaji died, leaving the succession disputed between Sayajirao, his eldest son but by his second wife, and Govindrao his second son by the first marriage of his wives. The Court of Poona determined to make its harvest of this dispute, and declined conferring investiture on either of the competitors till their rights should be fully investigated. Govindrao appears to have been at Poona with the contingent when his father died, and he took advantage of his situation to begin a negotiation in the course of which he consented to pay a large nazar, and agreed to annul the cession of the five mahals and bind himself to pay 2,54,000 Rupees a year on account of them. The arrears from the cession till the date of this recession were however remitted. This brought the tribute to its present amount of 7,79,000 Rupees. The above agreement was concluded in the name of the deceased Damaji, Govindrao not having as yet been recognized as Chief, but next year he received his investiture on the payment of a moderate nazar. [20 lakhs?]

9. During this time Fatesing, the youngest son of Damaji, appears to have held possession of Gujarat in the name of Sayaji, who was unfitted for governing from natural imbecility. He now commenced a negotiation to supplant Govindrao; and Sayaji's right being confirmed by the pundits at Poona, a regular investiture was granted in his name, and the administration was committed to Fatesing under the formal sanction of the Peshwa. It was at this time that the sum of 6,75,000 Rupees was fixed to be paid, whenever the Peshwa should dispense with the services of the horse. This sum added to the tribute completes the amount of 14,54,000 Rupees now demanded by the Peshwa.

10. It appears therefore that, although the cession of half of Gujarat was obtained by perfidy and force, the Peshwa's pecuniary claims are founded on regular treaties, entered into without deceit or compulsion; that the Gaikwad was always subordinate to the Raja of Satara, now represented by the Peshwa; that he became directly dependent on the Peshwa within twenty years of the death of his former master, the Senapati; that he began to pay tribute 53 years ago; and that the amount has not fluctuated for these 43 years, which is itself no inconsiderable period in the existence of such recent States as the Peshwa's and Gaikwar's¹

1. In all these conclusions Elphinstone takes for granted what is to be proved.

Payment & remissions

11. It is next to be seen in what manner the stipulated tribute has been paid. Of the 33 years, between the time when a tribute was imposed and that of the last settlement of accounts, tribute was paid for 21 years. It was excused for the greater part of ten years, during which no more than 15,50,000 was paid, and for two years the Gaikwad has no accounts. The commutation for troops has been nearly in the same circumstances from the time when it became due. It was excused for the ten years above mentioned, and paid for all the rest, except when the troops attended.

12. The remissions alluded to were not matters of course. Of the ten years for which payment is excused, eight were occupied by the war with the British, during which Gujarat was constantly overrun by hostile armies, and Fatesing had the strongest hold on the Government of Poona, sometimes from its consideration of his services to the common cause, sometimes from its wish to detach him from his alliance with us, and always from the utter impossibility of his making his stipulated payments in the actual state of his possessions. It seems therefore that the remissions which have taken place do not affect the Peshwa's right to tribute,¹ though they give the Gaikwad a claim to similar indulgence in circumstances of similar embarrassments and distress.

Maratha confederacy

13. The arguments deduced from the dissolution of the Maratha Confederacy are now to be considered, and it must first be observed that there never existed any regular confederacy so constituted that the secession of the greater part of the confederates should of itself release the remainder from their engagements. Each of the Chiefs had his own distinct relations to the Peshwa fixed in general by distinct agreements. At first the only confederates were the Peshwa the Raja of Kolhapur, who was only connected with the rest by a general interest in the Maratha name, the Raja of Berar, who was bound to furnish military aid in great wars, and who acknowledged the supremacy of the Raja of Satara and the Peshwa's vicegerency,² and the Gaikwad who was bound to general obedience, to pay a fixed tribute, and to furnish a fixed contingent every year. The Pratinidhi, the Pantsachiva and other great feudatories need not be mentioned, as they never appear to have engaged in foreign policies; and though the chiefs of Savantwadi, and perhaps those of the family of Angre used to negotiate separately with maritime Powers, they had no influence on the general affairs of the nation. At a subsequent period the number of confederates was increased, as many of the Peshwa's servants became so powerful as to render it necessary to consult with them, instead of commanding them. Of this number were Sindia, Holkar and the Chiefs of Kalpi and Jhansi. Some minor Chiefs might be counted confederates for a time, but these were alone permanent. When any of these Chiefs became perfectly indifferent to the Peshwa's orders, the confederacy was in fact dissolved as far as related to him, but it was not dissolved of right, nor were the parties released from their obliga-

1. Was it a question of right or of might?

2. Vicegerency or usurpation?

he formally applied for the stipulated assistance, and that his demand was refused or neglected. The Gaikwad's own Ministers do not treat this alleged failure of the Peshwa as a breach of treaty calculated to to extinguish his claims but as the ground of a counter-claim to exemption from service during the years when the Gaikwad's relations were in rebellion.

16. Though the treaties now in my possession do not contain the stipulation above alluded to, one of them promises the Peshwa's aid against powerful foreign armies that may invade the Gaikwad's country. The promise to pay tribute also (though it did not imply a general protection) bound the Peshwa to restrain his own generals. If therefore the attacks by Sindia, Holkar, or the Bhonsle, alleged by the Gaikwad's Ministers to have been made in 1804-5-6, can be proved, they will furnish some grounds for accusing the Peshwa of breach of treaty; but, as far as I can learn, the Gaikwad never was attacked by Sindia, Holkar, or the Bhonsle. It was he who attacked them in consequence of his alliance with the British Government.¹ At all events he ought in this case also to have formally demanded assistance: or if the danger was too urgent for that, he ought to have complained as soon as he could, and to have declared the treaty between him and the Peshwa to be dissolved, which neither he or his ministers have done to this day.

17. The Gaikwad's right to withhold the Peshwa's dues as a retaliation for a failure on the part of that Prince in fulfilling his expressed or implied engagements does not therefore appear to be well founded. But, without alleging that the Peshwa broke his engagements to the Gaikwad, it may be maintained that the latter Prince was placed by circumstances, beyond the Peshwa's control, in a situation that rendered it necessary for his own preservation to enter into new relations incompatible with those he formerly bore to the Peshwa. Such was actually the case when he concluded his treaty with the British. His Highness the Peshwa has since recognised that treaty, and any of his former rights that are incompatible with it have ceased by his recognition. It is necessary therefore to ascertain how far the Peshwa's rights are affected by our alliance with the Gaikwad, and it must be observed that the article of the treaty of Bassein, in which the Peshwa acknowledges the treaty, declares that the said treaty was mediated and executed without any intention that it should infringe any of the just rights or claims of H. H. Rao Pandit Pradhan Bahadur affecting the sarkar of the said Raja (the Gaikwad); and we are therefore bound to preserve all those rights and claims which are not obviously incompatible with the treaty acknowledged.

Treaties 18. The documents to be examined are the two conventions of Cambay and the treaty signed at Baroda on the 29th of July, 1802. I believe no other treaty was concluded before the treaty of Bassein,

1. This is the unkindest cut of all. The English forced the Gaikwad to lend them armed assistance against Sindia, Holkar and Bhonsle. By way of gratitude, an Englishman now accuses the Gaikwad of having attacked Sindia, Holkar and Bhonsle. O tempora! O mores!

and consequently no other can be recognised in that instrument. The only points in those treaties which seem to affect His Highness's rights are the establishment of our ascendancy at Baroda instead of his, our protection of the Gaikwad and interposition in the negotiation at Poona, our guarantee of the succession, our being security for the Gaikwad's debts, and our receiving a cession of his territory.

19. The most important of these alterations is produced by the general spirit of the treaty as well as by various articles in it, which by establishing the ascendancy of the British Government at the Court of Baroda preclude the exercise of that power and influence, which the Peshwa used formerly to possess, and which appear by the accompanying agreements to have extended to deciding who should succeed to the masnad, to constant interference between the Gaikwad and his relations, and even between him and his Ministers, and to receiving complaints against him from his own soldiers and servants.. These pretensions the Peshwa would lose by his acknowledgment of the treaties with the Gaikwad, if he had not more clearly renounced them in other parts of the treaty of Bassein. But it is not a necessary consequence of his losing his influence that he should also forfeit his pecuniary claims secured to him by treaties.

20. The protection we promised to the Gaikwad, and our consent to interpose in his negotiations with the Court of Poona secure the Gaikwad from arbitrary demands on the part of the Peshwa, but leaves His Highness's just claims in full force.

21. In like manner our guarantee of the succession to the masnad of Baroda prevents the Peshwa from setting aside the lawful heir, but it does not free the Gaikwad from the necessity of paying the usual nazranah on his accession. The amount of that payment however appears to have varied with the security or insecurity of the Gaikwad's title, and the consequent importance or unimportance of the Peshwa's support. At present, as the succession is secured by the protection of the British Government, the smallest of the sums usually paid will be the most equitable.

22. The only remaining points in our treaties with the Gaikwad that can affect the Peshwa's claims, are the security given for his debt and the cession required to maintain the subsidiary force. Existence of great debts, whether they were guaranteed by us or not, would give the Gaikwad a claim to consideration on the Peshwa's part, and might countenance an application for a remission, but could give no right whatever to a general release; and our guarantee could only give grounds for us further to request that His Highness should forbear pressing his demands until those debts were paid, or that he should allow the sums owed to him to be paid by degrees along with the Gaikwad's other debts.

23. The cession to us can only afford a claim to exemption by rendering it impossible for the Gaikwad to continue his payments. His Highness's paying his tribute to the Peshwa is not otherwise incompatible with his paying a subsidy to us; and there is nothing in-

the treaty recognised by the Peshwa that indicates an intention of withholding it or applying it to the payment of the British troops. On the contrary, other funds are suggested for that purpose, to be derived from dismissing the Arabs and making economical reforms in the expenditure of the State. The cession at the time of the treaty of Bassein amounted only to 7,80,000 Rupees per annum. It now amounts only to 1,35,000 Rupees; and the Gaikwad's whole revenue amounts to 70 lakhs at least, of which a large proportion now goes to the payment of the Gaikwad's debts, and might in time be applied to discharge those due to the Peshwa.

*Poona
claims*

24. Having now considered the arguments that make generally against all the Peshwa's claims, we may proceed to examine those claims, in detail and afterwards the counter-claims of the Gaikwad.¹

25. The Peshwa's first claim is to the balance of an old account amounting to 39,82,789 Rupees. This is not controverted; but it appeared to me, until I examined the accounts, that it was usual to allow balance to be over, with an understanding that they were never to be paid. This however does not appear to be the case, nor has any balance remained unadjusted but the present one. There is one case in the accounts where Manaji Gaikwad died within three years of his receiving his investiture, and left part of the money he had agreed for unpaid. The original sum was 70 lakhs, and his successor Govindrao paid 20 lakhs in full; but how much was the real balance and how much the remission is not clear. As Govindrao paid 78 lakhs in the next four years, it is probable Manaji had paid a large sum in the three years alluded to. There can be no demand for a remission on this sum of 39,82,789 Rs., which is the balance of an account in which 60 lakhs have already been remitted.

26. The next claim is for 2,03,56,000 Rupees on account of tribute and commutation for military service for 14 years at 14,54,000 per annum, of which 7,79,000 is for tribute and 6,75,000 for military service. This (as four years have passed since the accounts were made out) must now amount to 2,61,72,000 Rupees. The general correctness of this claim is not disputed, but a counter-claim of six lakhs of Rupees a year for 36 years is advanced on account of Broach, which shall be noticed hereafter. The Gaikwad also claims a deduction from the compensation for troops on the ground that there were domestic troubles in his State, which the Peshwa was bound by treaty to assist him in suppressing, but did not; and that it is therefore right that his contingent should be considered as serving with him on the Peshwa's part, and that no compensation should be required for the years during which those troubles existed. These were the Arabic years 1201, 1202 and 1203, which would make a deduction of 20,25,000 Rupees from the Peshwa's demand. His right to exemption for the

¹ All the Peshwa's claims are supposed to be based on treaties "entered into without deceit and compulsion" (See paragraph 10). In fact every treaty was fraught with deceit and compulsion, either with a Gaikwad usurper who had no right to the gadi, or with the rightful ruler or heir whilst he was a prisoner in Poona, and was only allowed to depart after he had paid through the nose. Let him excuse Elphinstone...who can.

two first years must however depend on the production of a treaty binding the Peshwa to assist him in domestic disturbances. To exemption for the last years he will have a claim independent of all treaties, if his troops were employed out of his own dominions, as he was engaged in a war, the object of which was the restoration of the Peshwa to his throne; and the whole of his army must be reckoned to have been serving His Highness. This however will have no effect after the termination of that particular war. In the next wars both the Peshwa and the Gaikwad were engaged as our allies, and not on any object of the Peshwa's. It may be argued that the promised troops have been preserving the tranquillity of the Peshwa's lands in Gujarat, or that they have been serving the common cause of the allies, and consequently of the Peshwa; but the agreement requires that those troops should serve at the Presence (*i.e.* at Poona), and it would require an express order to justify their remaining in Gujarat, even if they have been serving the Peshwa there, which I do not suppose His Highness will admit they were. With respect to their serving the alliance in general, if they are to serve the alliance, the Peshwa ought to be consulted about the manner of their employment, and they ought to be connected as part of the quota he is bound by treaty to furnish. The Gaikwad can have no more right to employ them according to his own notions of the interests of the alliance than he had to apply the rent of Ahmadabad while he held it in the same manner. We might with equal justice reduce the Poona subsidiary force under the plea that a portion of our army in Bengal was the subsidiary force, and that it was serving the interests of the alliance in that part of India.

27. The next claim is to a share of any revenue that might be collected subsequently to the Arabic year 1170 from the Babi Mahals conquered by Damaji and called Patan Panch Mahals. On this account 40 lakhs of Rupees were due in the Arabic year 1211 (and consequently 45 lakhs now). The Gaikwad however stated that the Peshwa renounced all claim to a share in the Babi Mahals in 1163, and that, although he did afterwards extort a lakh one year, and 25,000 Rupees in another on this account, yet he afterwards desisted, and in five or six settlements which took place after that period no further demand was made on that account. Moreover the Gaikwad states that the Babi Mahals produce no surplus revenue for the Peshwa to share. The only mention of this subject in the enclosed treaties is in article 11th of the agreement of 1173. The silence of the Peshwa at so many settlements affords a strong presumption in the Gaikwad's favour.

28. The Peshwa's fourth claim is for 56,38,000 Rupees on account of a nazranah for investiture, and the Gaikwad urges that in consideration of his poverty the investiture ought to be granted without any nazranah. The Peshwa has taken the highest rate ever paid. It would be more appropriate to take the lowest which is 5,00,000.

29. The fifth claim relates to the practice in Ahmadabad, which is not connected with the general arrangement.

30. The sixth claim is for three elephants and five horses, which the Gaikwad alleges were actually delivered when the Peshwa was at Bassein.

31. The seventh claim is for a sum of money borrowed from a banker by the Gaikwad on the Peshwa's security. Part of this has been paid; and the whole, Colonel Walker states, ought to have been paid by the Peshwa, His Highness however will probably not admit the reason assigned; and whatever may have been the character of the debt originally, it ought now to be paid by the Gaikwad, who has engaged to pay it. There are two other claims for money lent by bankers on the Peshwa's security. These are admitted by the Gaikwad in his first paper, and passed over silently in his second; but Colonel Walker represents them as obsolete. This however is no more applicable to any of the Peshwa's claims than to those of individuals who have actually paid their own money for the Gaikwad's service. The payment of these debts is repeatedly stipulated for in the agreements between the Peshwa and the Gaikwad.

32. Malharrao's claims mentioned in the Peshwa's eighth demand were forfeited by his rebellion. The fees of the Fadnavis in the 10th demand are admitted by the Gaikwad. The claim to jewels is said to be obsolete, which appears to be the case. The last demand relating to the village of Romi is of little consequence, and is admitted.

Gaikwad's claims 33. We have now to consider the counter-claims of the Gaikwad, the first of which is for Broach. This claim has been pretty fully discussed by both parties. To decide on it with confidence would require a knowledge of the history of the cession which I have not the means of obtaining. From what I understand,¹ however, it appears that Fatesing Gaikwar being hard pressed by his rival Govindrao, at the time when the British troops first appeared in Gujarat, ceded his share of Broach with some other possessions to obtain our support and that of Raghoba, whom we were endeavouring to raise to the office of Peshwa. The immediate effects of the treaty were the deliverance of Fatesing, who was before besieged in Baroda, and his obtaining undisturbed possession of the Gaikwad territory by the exclusion of Govindrao. The cession of Broach ought to be considered as full and complete from this time, especially as there is no reason to think that the British Government would have restored the place to the Gaikwad if the cession had not been alluded to in the treaty. Its being mentioned in that treaty arose from a pretension of the Peshwa's Government that the Gaikwad had no right to cede any of the lands held by him, and that the right to do so resided in the Peshwa as Head of the Maratha State. This can never be admitted by the Gaikwad without subjecting his whole dominions to the will of the Peshwa; and if it were admitted, it would be no foundation for a claim on the Peshwa, the real cession having been the act of the Gaikwad and only legalised by the Peshwa's ratification. The Government of Bombay at the time of the treaty of Purandhar

¹ *From what I understand*, the phrase shows how little Elphinstone cared for ascertaining the facts, which in this case did not at all coincide with his "understanding."

considered the cession of Broach as merely "swelling the treaty with an imaginary advantage," while the Gaikwad denied the validity of it altogether and demanded the restoration of Broach from the Government of Bombay on the ground that the treaty by which he ceded it had not been fulfilled on our part, and that the Peshwa's treaty was null as far as respected his territories. This is an admission on the Gaikwad's part that Broach was ceded by him for objects of his own, and the same fact may be inferred from the conduct of the British Government, which, though it inserted an article (the 8th) in the treaty of Salbai expressly for the protection of the Gaikwad, contented itself with securing what remained of that Prince's territory, without stipulating for any indemnity for Broach.

34. It may however be admitted that by the treaty of Purandhar the Gaikwad lost some of the advantages he expected to have gained by the cession of Broach, while the Peshwa's Government gained by making that cession their own; and it is not to be forgotten that the same Government has on more occasions than one promised to attend to the Gaikwad's claim to an indemnity, and has expressly engaged, at the last settlement, to consent to a compromise on the next adjustment of accounts. When all this is considered, it may be thought equitable to divide the burden of the cession between the Gaikwad and the Peshwa, but half the amount appears to be the very utmost that can reasonably be assigned to the latter Power. The real value of Broach at the time of the Gaikwad's cession may be ascertained from the records of the Government of Bombay.

35. Taking the value of the Gaikwad's share, for the present, at the rate stated by him, the deduction will be three lakhs of Rupees per annum making for 40 years, 1,20,00,000 Rupees. It seems however unjust to insist on a further remission for the years previously, as vast remissions have already been made on account of the calamities of the war in which Broach was lost, which remissions would never have been made if the present ones had been expected. We ought to calculate the arrears from the last settlement in 1798, 54,00,000 Rupees.

36. The Gaikwad's second counter-claim is for 80 lakhs of Rupees on account of the expense of reducing Shelukar, the rebellious Governor of Ahmadabad. The claim is reasonable in itself, but the amount seems enormous, 80 lakhs of Rs. would maintain for eight months (the period the service is said to have lasted) an army of 10,000 horse and 50,000 foot, and still leave an ample allowance for contingent expenses. His Highness the Peshwa has besides a counter-claim to a large amount for treasure belonging to his Government, which fell into the hands of the Gaikwad when Ahmadabad was taken, so that 20 lakhs will probably be as great an amount as can possibly be charged to him.

37. The Gaikwad's next claim is one of great importance. It is an account of the expense he incurred in procuring a British force to secure the existence of his State, which had fallen into great peril from the Peshwa's inability to afford the assistance he was bound by treaty to furnish. This is not the proposal formerly discussed for annulling the Peshwa's rights for breach of treaty, but

a demand for a compensation for the expense occasioned by his weakness or neglect. It is however still necessary to prove the existence of the treaty alluded to, and the Peshwa's having failed to act up to it when due notice was given to him of the occurrence of the case contemplated in the treaty. It must also be inquired whether any loss has in reality been sustained, and whether the cession of 65,000 Rupees a month, which was the price of the Gaikwad's deliverance from his dangerous situation, was not compensated even in a pecuniary point of view by the reduction of other troops and by the other reforms the Gaikwad was enabled to make. If it should appear that the Gaikwad only substitutes one sort of army for another, no sort of reason can be found why the Peshwa should pay any part of the expense of the new establishment without sharing the savings that accrued from the reduction of the old one.

38. A different argument, arising from the same arrangement is brought forward by Colonel Walker, that the Gaikwad's subsidiary force is of great use to the Peshwa in protecting his lands in Gujarat. But this advantage is merely incidental, and was not contemplated by the Gaikwad, when he made the treaty. It is indeed the nature of intermixed possessions that the good order maintained by one of the parties is beneficial to the other, but this does not oblige the partner who derives the benefit to pay for his neighbour's prosperity. It is just also, in cases where Government is to pay a share of the expense of an arrangement likely to be advantageous to its interests, to take the opinion of that Government on the necessity of a change, on the best measures to be adopted, and on the amount it is willing to expend. In this case nothing of the sort was done; and if it had, I think there can be no doubt the Peshwa would have objected to the arrangement, however small might have been the expense imposed on him. By the establishment of our force at Baroda the ascendancy His Highness formerly possessed at that Court is transferred to the British Government, and by the same operation the preponderancy in Gujarat is transferred from the Peshwa to the Gaikwad; and in return for all these losses His Highness only gains a degree of tranquillity in his possessions in Gujarat, superior perhaps to what they formerly enjoyed, but which His Highness might have obtained by other means, and certainly would have obtained by the operation of the treaty of Bassein. If all other measures were insufficient for the security of those possessions, His Highness would have preferred providing for their protection by subsidising an additional brigade for his own subsidiary force to paying a share for subsidy to maintain a force for the service of the Gaikwad. The case of the Nizam may throw some light on that of the Gaikwad. He was driven to the necessity of subsidising a force, principally by the aggressions of the Peshwa himself and his sardars. The treaty of subsidy has likewise been fully acknowledged by the Peshwa. The expense of the Nizam's subsidy is quite as great as the Gaikwad's in proportion to their respective incomes. The Nizam's means of payment are smaller than the Gaikwad's, as his expenses exceed his receipts by the sum of 15,50,000 Rupees a year. The force which he has subsidised not only protects the Peshwa's possessions within the Nizam's limits, but

secured his eastern frontier for its whole length, and is of little less use to him than the force at Shirur; yet no claim has ever been advanced or thought of to a deduction from the Nizam's tribute on account of the expense of his subsidiary force. The Nizam has not even set up the plea of poverty. He pays a large part of his tribute, and he disputes the rest on the ground of ambiguous expressions in treaties. The British Government is about to examine these pleas, and it is designed that he shall cede a portion of territory to cover the amount which shall prove to be due from him to the Peshwa. These considerations appear to render it impossible to reckon on this counter-claim as affording a deduction from the amount of the Peshwa's demand.

39. There remains but one of the counter-claims, that for a remission, and it has been proved by no means a thing of course, and only to have been made when the sum to be paid was enormous, and when the Gaikwad had suffered great calamities. There seems also to be a difficulty in reconciling the grant of a remission with other great reductions of the Peshwa's claims. It seems to have been the principle for the Peshwa to take all that the Gaikwad could possibly pay, and grant a remission for the rest. The following *Statement* statement shows the state of the claims of both parties as they have appeared in the above examinations. All claims which were considered as doubtful in the discussion of them are here put down in favour of the Gaikwad.

Peshwa's Claims

Old balance ...	...	Rs. 39,82,789	
Tribute and compensation for 17 years	...	„ 2,61,72,000	
Nazar	...	„ 5,00,000	
		<hr/>	3,06,54,789

Gaikwad's Claims

Deductions for the years 1201, 2 and 3	...	Rs. 20,25,000	
Indemnity for Broach	....	„ 1,20,00,000	
Expense of reducing Shelukar	...	„ 20,00,000	
		<hr/>	1,60,25,000

Balance Rupees 1,46,29,739

40. The above is calculated on a supposition that the Gaikwad is to receive an indemnity for the revenues of Broach even for the years long since settled; but, if this appears quite unreasonable, the account will be still more unfavourable, and the balance against him will be 2,12,29,789 Rupees.

41. From this it appears that the Gaikwad owes the Peshwa, after all deductions, upwards of a crore and forty-six lakhs of Rupees on the most favourable view of his affairs; and even if (in addition to all the numerous deductions that have already been made) the Peshwa could be persuaded to give up the odd forty-six lakhs, the balance against the Gaikwad would still be a crore of Rupees.

Two plans

42. With respect to future payments I see but two fair modes of proceeding: one to regulate them by the engagements of the parties, and the other by their practice. If the first plan be adopted, an allowance will be made for Broach. But the Gaikwad will be obliged to pay the rest of his tribute and compensation without further deduction. Remissions will depend on the Peshwa, and if he can be persuaded to make considerable ones at present on account of the vast accumulation of debt under which the Gaikwad labours, he will expect that it shall not be drawn into precedent, and counted on as affording a regular counter-claim on the Gaikwad's part. On this plan the Gaikwad will have to pay 11,54,000 Rupees per annum. If the other plan of going by old practice, without regard to principle, be adopted, we have no business to inquire why Broach was not allowed for on the one hand, or why the old balance was not paid on the other. It is enough for us that, on the average of the 28 years we know of, the Gaikwad has paid about ten lakhs a year, and at that rate he ought to pay for the future. To observe the first rule with one party and the second with another, to bind the Peshwa to the strict fulfilment of his duties and engagements, while we allow the Gaikwad the latitude of his actual practice, would be evidently injustice and partiality. If we take the second plan as the most favourable to the Gaikwad, he will have to pay to the Peshwa an annual tribute of at least 10,00,000 Rupees; to which, if we add the interest of his arrears, from all sorts of remissions and deductions, and take the interest at 12 per cent., which I fancy is moderate for the Gaikwad, that State will have an annual burden of 22,00,000 in addition to its other expenses. This might be too much for the Gaikwad's revenue to bear, and it certainly would not be just to compel the payment of a sum that would ruin his State, but the Peshwa would be entitled to all that the Gaikwad was able to pay without ruin, which would be the whole of his surplus revenue, after the most rigid economy. In years when he had no surplus revenue, the Peshwa would be obliged as formerly to grant remission.

N.B.—This is an average from the whole of the payments since 1170, when the present tribute was first paid. The unpaid balance and the sums remitted do not of course come into this account, but the remission on account of Manaji's arrears has not been allowed for, because the amount cannot be ascertained. On the other hand a large sum has been cut off the average tribute to make up for the above, and to bring it into round numbers and whole lakhs.

43. Such, it appears to me, would be the result of a strict arbitration; for, as I have not heard the Peshwa's side, and as even on this *ex parte* inquiry I have given all doubtful points in favour of the Gaikwad, no other decision is likely to be more favourable to him on the whole, here also. I have said nothing of the demands of the bankers. It seems therefore scarcely to be hoped that the Peshwa should renounce his whole claims, past, present and to come, for a cession of territory yielding seven lakhs of Rupees a year, and altogether unlikely that he should take a smaller sum.

44. I would now recommend that the risk of an arbitration should be pointed out to the Gaikwad, and that he should be called on

to state the largest cession of land or sum of money that he will consent to give to obtain an amicable adjustment of the Peshwa's claims past and future; and that Bapu Mairal should be directed to ascertain the smallest sum the Peshwa will take, in which I should be happy to assist him by any means that may be thought most expedient. If the views of the parties be found irreconcilable, the British Government might proceed immediately to the arbitration, for which it will probably be prepared by the time the sentiments of the Peshwa and Gaikwad are known. At all events I would recommend that the affair should be settled out of hand while things are in their present state, as by putting it off we shall keep up a constant source of renewed irritation with both of the Allies.¹

Articles of agreement between Baroda and Poona.

No. 1 to No. 5 See Aitchison, *A Collection of Treaties*, edit. 1892, Vol. VI, appendix No. 3 to 6.

No. 6 *Memorandum (dated 1188).*

[The first part consists entirely of accounts, in which 5,70,500 Rupees are remitted, and Fatesing is to pay 2,87,900 Rupees. Then come the following articles.]

Article 1st Fatesing to come to a meeting without fail. Let him agree to this. Agreed.

Article 2nd The Gaikwad collects money from Ahmadabad and Surat athavisi and other mahals on pretext of ghasdana, and to inquire into that and into any disputes that may exist in the said city, and into any encroachment the Gaikwad may have made on my established rights; a confidential karkun, Ramchandra Bhaskar, shall be sent from the Presence. He shall go to Baroda; and whatever he settles equitably is to be made up to the sarkar. If any innovations have been introduced into the administration, they are to be done away, and things restored to the footing they were on in the time of my father, Madhavrao. Disputes also are to be adjusted. Let this be agreed to. Agreed.

Article 3rd The other articles agreed to in the time of my father, Madhavrao, are to be observed. Let this be agreed to. Agreed.

Dated 14th Jhilkhand, 1180.

No. 7 & 8. See Aitchison, *A collection of Treaties*, Vol. VI, appendix 7.

No. 9 *Letter from Madhavrao Peshwa to Fatesingrao Gaikwad, 8th Shambah, 1179.*

I promised to give you 1,50,000 worth of country as an indemnity in part for the country you gave to the English. The country is as follows:—

In Ahmadabad taluka:—parganas: Palanpur, Tannary, Barasinor, Virpur, Savli.

¹ S × V = K. See introduction.

These five mahals (excluding Domli) have been granted to you from this year, take them, and introduce your authority. At whatever annual revenue you have rated the districts ceded to the British I am to give you 1,50,000 of it, Accordingly I now have fixed on the above mahals. Do you take possession; and if there is any excess or deficiency, it will be settled when your minister comes to the Presence. Do not be in any doubt on that head, but give the English their mahals without loss of time. A sanad for the above has been sent to you, take it.

No. 10. Pargana of Navapur.

The pargana of Navapur has been granted to you from this year. A sanad will be procured and sent to you from Purandhar. Dated 29th Rabial-akhir.

No. 11 Babi mahals.

The Gaikwad produces an official list of sanads and other papers for putting the Gaikwad in possession of Patan and other mahals of the Babis to be enjoyed as saranjam for the maintenance of his troops.

They are all dated in Ramzan 5th, 1163.

No. 12. Agreement of Govindrao Gaikwad, dated Arabic year 1199, [A. D. 1798].

Broach, an important position of this State, was unjustly taken from me by the late Mahadji Sindia. Annual payments were still required to be made to the sarkar, on which subject negotiations took place two or three times. and the foregoing circumstances were represented by my minister. They were likewise inserted in a paper, which was at that time presented. The sarkar was then well disposed to a compliance, but nothing was settled since the period, at which the negotiations were entered upon last year. It has been stated by the sarkar that letters on this subject had been sent to Mahadji Sindia, and that, on the receipt of his reply, a final answer should be given. There are demands against me by the sarkar. The mahal in question is one of the principal districts in my possession and yields a revenue of 6 lakhs of Rupees; but, as long as it continues in the hands of others, how are the required annual payments to be made? A representation was made by the late Fatesingrao Gaikwad in the year 1189, [A. D. 1788] requesting that, whenever an adjustment should be considered of these requisitions, a final arrangement should be made on a full consideration of the matter. Hence in the year 1189 an agreement was entered that at the next settlement of accounts this matter should be adjusted. But this was never accomplished. It is now therefore requested that orders may be given on the subject.

No. 13. Translation of a letter to Kambuddin Khan Babi.

You are in possession of the following parganas in Gujarat, viz. Parganas: Patan, Vadnagar, Visnagar, Sidhpur, Khairalu, Ranjanpur, Vijapur, Shami, Mainpur. Village: Dadory of paragana Matur including the thana thereof.

The above 9 mahals (or paraganas) and one village, including taluka and thana, having last been under your possession, which are now withdrawn from you, and in the years given for the provision of the troops to Damaji Gaikwad Senakhaskhel Samsher Bahadur, you will therefore deliver over the authority of the said parganas, village, including thana, etc. to him; and hereafter you will not have to do anything with the aforesaid mahals, etc. Entirely know ye this, 6th moon of Ramzan, Arabic year. What shall I say more?

No. 14. *Peshwa's answer to the statement urged by the Gaikwad in refutation of claims written in 1811.*

"The Gaikwad has written to the following effect: he had to pay money every year to the service; that six lakhs of Rupees (which were three shares of the revenues of Broach, belonging to him, of which the remaining two shares appertained to the Mogul Government) had with the whole of the country fallen into the hands of the sarkar; that therefore his share should be paid to him agreeable to former usage, or that other lands should be assigned to him as an equivalent for them; or else, in default of an arrangement of this kind, that a deduction should be made from the annual nazranah equal to the revenues of Broach". This was asserted in the year 1814, to which it was answered that, when a meeting should take place, the question would then be discussed and arranged.

Baroda, 5th August, 1816 (1816, S. D. 2961

1816

James R. Carnac's comment on the dispatch of Elphinstone

Fatesing is as obstinate in denying the Peshwa's claims as the Peshwa is in persisting to make them, and that the only chance of them ever being fairly canvassed and decided on is by the arbitration, which we are bound to make between the parties. Mr. Elphinstone seems to contemplate this result of the discussion as necessary under any circumstances; and as I, in fact, see no hopes that Fatesing will show less repugnance than he has hitherto done in coming to a settlement, I coincide in opinion that the sooner the matter is made a subject of arbitration, the better. *Arbitration:*

3. All the claims of the Peshwa, excepting that for the Babi mahals, seem to be so well established by the document received from the Gaikwad wakil, as well as by these now furnished by the Peshwa, that in an arbitration the Gaikwad will in vain expect to see them set aside. All he can possibly hope for, is an indulgent consideration of his condition, after deducting such a sum as may appear reasonable for his counter-claims.

4. The counter-claim of greatest magnitude, preferred by the Gaikwad, is on account of the cession of Broach; and as Mr. Elphinstone states in his letter of the 18th March that his information of the history of this claim is imperfect, it may tend to throw some light on the subject to mention what has come to my knowledge respecting it. Though Pilaji Gaikwad had possessed himself of all the surrounding country, he was unable to reduce the forts of Broach and Surat; and in order to obtain the advantages of having a footing in two places *Broach-claim*

of so much consequence, he gave up a portion of the revenues of the districts to the Moguls, on condition of being admitted to a share of the ports. This share is said to have been settled at 2/5. Pilaji endeavoured without success to gain more. Damaji, pursuing his father's policy, openly insisted on Broach being given up to him. Broach was at that time assigned by the Emperor in jagir to Asaph Shah, and defended by a garrison commanded by Nek Alam Khan, who defended the city against a three months' siege, which was ended by the Narbada overflowing its banks and washing away Damaji's boats. Damaji however would have renewed his attack, had not Asaph Shah sent a vakil to negotiate a settlement. The mission of the vakil terminated in the Gaikwad being admitted to a participation equal to 3/5 of the revenue and customs of Broach and to half the revenues of the Jambusar, Ahmadabad, Dahibana and Karal paragana. The arrangement for this last districts was subsequently substituted by one which yielded the Gaikwad 2/3 of the revenues. On the partition of Gujarat between the Gaikwad and Peshwa, Broach, Cambay, etc. fell to the former; and Jambusar, Ahmadabad and Dahibana to the latter. Mazarkhan [*Masud Khan*], the son of Nek Alam Khan [*Neknam Khan*] encouraged depredations in laying waste the Peshwa's adjoining districts, and among other acts of violence he is said to have killed Sale Khan and Kale Khan, who were dependants on, or connected with, the English Government; and that this act induced the Government of Bombay to send some vessels for the reduction of the place. Our Government confirmed to the Gaikwad 3/5 of the revenues of Broach, reserving the remainder, or the Mogul's right, for its own share. This arrangement continued in force till the conclusion of Colonel Upton's treaty, when Broach came entirely into our possession.¹ On General Goddard's arrival in Gujarat, he placed Fatesing in possession of many of the Peshwa's districts, and obtaining for his own Government those of Savli and Jambusar, formerly belonging to the Peshwa, and a tacit permission to retain Broach. But, as by the treaty of Purandhar the Peshwa ceded to the Hon'ble Company all rights to Broach, free of claim of any kind, the Gaikwad denied, as stated by Mr. Elphinstone in the last part of the 33rd paragraph of his letter, dated the 18th of March, the title of the Peshwa to dispose of his former share of Broach to the British Government; which share in consequence of the loss, [which] he afterwards [suffered] in being obliged to return to the Peshwa the country given to him by General Goddard, he claimed himself to possess a right of having restored to him. The history also of the motives, which induced the British Government to give Broach up to Sindia, is traced to a desire expressed by that commander to have possession of Shukal Tirth, a Hindu place of pilgrimage in the vicinity of Broach, that he might erect a fort there. Our Government, at that time desirous to conciliate Mahadaji Sindia, could not well refuse his request; and as, if it had been granted, from the more desirable situation of Shukal Tirth the trade of Broach would have declined and have been drawn to the new establishment, it was deemed advisable to give up Broach itself to the powerful dependant

1. For the history of the acquisition of Broach by the English, see *The Gaikwads of Baroda* Vol. II.

of the Peshwa. Broach remained in Sindia's hands till it fell into our possession by right of conquest.

6. The amount which the Gaikwad lost therefore (if the information I have given, be correct) amounts, to $\frac{3}{5}$ of the revenues of the paragana and $\frac{3}{5}$ of the customs and duties of the city of Broach. Mr. Elphinstone allows in his report that the Gaikwad is entitled to half a share; but from what I have related, it will appear that the Gaikwad had a right to claim $\frac{3}{5}$, in the year 1814, two years after the treaty of Salbai; which would make the amount of his counter-claim to be greater than it is allowed to be by Mr. Elphinstone, even if the whole of the Broach revenues amounted, as he supposes, only to 6 lakhs of Rupees, but I conceive that he has greatly underrated the value of the Broach realisations. The records of the Bombay Government will probably show that they were not less than $8\frac{1}{2}$ or 9 lakhs of Rupees at that time; and it is well known that its revenues have exceeded that sum in latter years. If therefore we take 9 lakhs of Rupees as the amount of the revenues of Broach at the time it was ceded to us by the Peshwa, and given over to Sindia, and allow the Gaikwad $\frac{3}{5}$ of the amount, the annual sum, due from the Peshwa to the Gaikwad, would be five lakhs and 40,000 Rupees, and would make in 40 years 2,16,00,000 Rupees. In regard to the reductions, which Mr. Elphinstone makes from the amount of this counterclaim of the Gaikwad on account of the injustice of insisting on any further remission for the years previously to the last settlement, I beg to remark that the accounts, then closed, were not, as he seems to think, without any hints of a retrospect respecting Broach.

8. The second counter-claim is of the Gaikwad jagir which the *Other Resident at Poona* [agrees] in supposing to be unreasonably great. *claims* It seems to have been preferred as a native principle that, as to the justice of the same remuneration, on account of the reduction of the Shelukar could not be disputed, a large remuneration might as well be demanded as a trifling one.

9. The next counter-claim is of that vague description that it seems probable the Gaikwad will derive no benefit by it in an arbitration, however well calculated it might be [to furnish] matter of discussion between two native Powers; and I do not well see how the last counter-claim could be preferred as a demand, it certainly should have been submitted in the form of a petition.

10. We may therefore in my opinion rate the claims of the *Conclusion* Peshwa as stated by Mr. Elphinstone at Rs. 3,06,54,789

and those of the Gaikwad as follows :—

Deductions for the years 1800,	
1801 and 1802	.. Rs. 20,25,000
Indemnity for Broach	.. „ 2,16,00,000
Expense of reducing Shelukar..	„ 20,00,000
	Rs. 2,56,00,000

This would have a balance due by the Gaikwad of .. Rs. 50,54,789.

11. The Right Hon'ble the Governor-in-Council will observe that the great difference between this balance and that

given by Mr. Elphinstone arises solely from the different opinion I have formed of the Broach counter-claim. I acknowledge that the other two deductions are favourably stated for the Gaikwad.

*Advice to
arbitrators*

12. Having thus given my sentiments unreservedly on what I conceive the Gaikwad is in justice to treaties and agreements bound to pay the Peshwa for past claims, I proceed to offer some observations on the practicability of his discharging his debt, and on the settlement that may be requisite to provide for the regular payment of the dues in future.

13. I cannot more effectually prove to the arbitrators of this question the necessity of moderation towards the Gaikwad than by quoting Colonel Walker's observations on the negotiation of the 11th article of the treaty concluded with the Gaikwad on the 21st of April, 1805, and by introducing to their notice a copy of the last part of the Article itself.

"The 11th article of the treaty too nearly affected the interest of the Gaikwad Government to meet with a ready acquiescence. It in consequence underwent a tedious discussion and most minute scrutiny from the Gaikwad Ministry".

A knowledge of their total incapacity to satisfy even the just demands existing against the Gaikwad State in favour of His Highness the Peshwa rendered the ministers exceedingly averse to the introduction of this article under any modifications proposed, and their final consent to it may be considered as a proof of the confidence they reposed in the justice and protecting support of the Company's moderation.

14. The last clause of the 11th article of the treaty stipulates that "this settlement shall be effected by the Hon'ble Company, after taking into mature consideration the impoverished state of the Gaikwar finances, and the latter Government entertain a full conviction that no oppressive demands will be enforced under the Company's mediation.

15. After having thus shown the grounds on which we are bound by treaty to arbitrate for the Gaikwad, nothing more perhaps is requisite than to adduce such proof regarding the present condition of his finances as will give a clear notion how far the last clause of the 11th article of the treaty may be considered obligatory; but I cannot enter on this exposition without respectfully remarking that, as Mr. Elphinstone distinctly admits that the former practice gives under similar circumstances a right for the Gaikwad to expect a remission of the Peshwa's claims, it does not seem necessary that I should make any observations on the arguments by which he controverts the opinions delivered by Colonel Walker on this point, since, whether the reasoning of Colonel Walker be just, or whether it be refuted by Mr. Elphinstone, the admission of the latter Gentleman yields the only result which it was the object of Colonel Walker's observations to establish, *viz.* that in the arbitration of those claims the Hon'ble Company should have due regard to the existing circumstances of the

Gaikwad State and to its ability to meet the demands of His Highness the Peshwa.

16. It is well known to the Hon'ble Board that the Gaikwad Government has for a long time been subjected to difficulties originated in circumstances affecting the safety of the State, and that the expenses it has entailed to save itself from ruin have been the cause of a debt, which will for some time require the whole of its surplus revenue.

17. The accompanying schedule will show distinctly the whole of the annual income of the Gaikwad with his expenses of every description.

18. If with the greatest economy the result is so unfavourable, what effect, I would ask, would the cession of any of the resources of the State or the contracting of a debt for a large sum of money produce on the safety and efficiency of the Government! It is not presuming too much to expect that the arbitrators will see in the actual condition of the Gaikwad State all those reasons which, when the adjustment of similar claims were made by the parties themselves, ever guided the Peshwa in affording the most liberal consideration to the Gaikwad.

19. If my own opinion can aspire to the honour of any weight in the consideration of this question, I would suggest that the most strict attention be paid to the principle for discharging any debt, that may be due to the Peshwa, which Mr. Elphinstone has expressed in the 42nd paragraph of his address. He there observes it certainly would not be just to compel the payment of a sum that would ruin his (Gaikwad's) State; but the Peshwa would be entitled to all that the Gaikwad was able to pay without ruin, which would be the whole of his surplus revenue after the most rigid economy. In years when he had no surplus revenue, the Peshwa would be obliged, as formerly, to grant remissions. Applying the principles, so equitable laid down in the above quotations, both to the past and to the future, they in my humble opinion afford most satisfactory and just grounds for the guidance of the Arbitration which may take place.

20. The Hon'ble Board's records will show how much economy has ever been an object with the Gaikwad Administration, since the establishment of the British influence at Baroda. Notwithstanding this however, owing to the circumstances in which the Government was situated, there has, instead of any surplus revenue, hitherto been a large yearly deficiency, as may be seen by reference to the accompanying authentic account current of the receipts and disbursements since the year 1804.

21. On these grounds therefore, so far as regards the past, "it having been the principle in former times for the Peshwa to take all that the Gaikwad could possibly pay, and grant a remission for the remainder," it would appear that the Gaikwad on account of his inability, occasioned by circumstances and events, the occurrence of which he could not prevent, and which it was necessary for the safety

of his State to control and subdue, should be exempted from all claims of every description on the part of the Peshwa.

22. In respect to the time to come, adopting the position laid down by Mr. Elphinstone, I would with every deference propose that the Hon'ble Company should become the guarantee of any arrangement which an arbitration may deem requisite to secure to the Peshwa the due receipt of his adjudging claims as far as the most economical administration of the Gaikwad Government will permit of their liquidations.

23. In any arrangement of this nature it may appear but just that the debts of the Gaikwad State, incurred for the important object of its preservation, should receive a primary consideration. This is perfectly consistent with practice, in as much as it does not militate against the ability of the Gaikwad to meet the Peshwa's claims. These debts of course come within the scope of those circumstances, which on every settlement, induced the Peshwa more or less to make remissions to the Gaikwad.

24. The nature of these obligations, too, on the part of the Gaikwad, contrasted with the nature of the Peshwa's claims, gives them a preference. The latter, it appears, have always been affected by contingencies, while they do not originate in any valuable consideration, but have rather been imposed by force. The former, on the contrary, are absolute under all circumstances, and the liquidation of them is particularly incumbent, when it is considered that a due value was received, and moreover that the public creditors stepped forward with their assistance on the good faith of the Gaikwad State, guaranteed by the Company during a time of unexampled distress.

25. Whatever be the decision in respect to this point, it is evident its effects must be the same in regard to the interests of His Highness the Peshwa. On the one hand, coming on the list of claimants against the Gaikwad State, immediately his receipt will be diminished by the proportionate payment, which the other creditors of the Government will with greater justice than the Peshwa claim to be made to them; on the other [*hand*], refraining till these debts are discharged, the whole surplus revenues of the State will be paid over to the Peshwa until claims are satisfied.

26. In the decision of those claims, what, under the old relations between the Peshwa and Gaikwad, would have been the result of a direct discussion? and we ought, as far as possible, to be guided by the rule which the knowledge of such a result would suggest. If we act otherwise, arbitration can certainly not be considered as just by the Gaikwad. Our engagement too to arbitrate binds as much as to refer to practice as to treaties, that signify nothing more (however specific sums may be stated) than that the Gaikwad would pay such annual tribute as the State of his finances may be [able] to afford.

27. By following the above suggestions, it appears to me that every justice would be done to the Peshwa; and that, while no impolitic burden is thrown on the Gaikwad, a security, such as he never before

enjoyed for the receipt of the surplus revenue of the Gaikwad in payment of his established [claims], which would be increased by the most rigid economy under the superintendence of the British Government, would be possessed by His Highness in the guarantee of the Hon'ble Company.

28. Any other arrangement, which, by making immediate provision for the Peshwa's claims, would require the raising of a large sum of money by loan, would not in the end be more beneficial to the Peshwa than that proposed; for its immediate effect would be to involve the Gaikwad more deeply in difficulties, and the natural operation of these would in the sequel interfere with the future regular discharge of the Peshwa's dues.

29. As to the cession of territory, His Highness Fatesing will never feel inclined, unless absolutely obliged by the demand of the British arbitration to that effect, to make such a sacrifice in favour of the Peshwa on account of claims, which, whatever may be the nature of the engagements, were always liable to be influenced by contingencies, and which, subject to such contingencies, it is his desire, as far as possible at all times to discharge.

30. His Highness Fatesing is really of opinion that the Peshwa cannot claim such as a security for dues, which have always been discharged only according to the best of his ability, and which in future will, as far as depends on him, be liquidated according to the same rule.

31. Should it however be determined that the Gaikwad State be further burdened with debt to liquidate the arrears of the Peshwa's claims, occasioned by its finances during so long period having been utterly inadequate to do so, the Gaikwad will of course be ready to make any arrangement on this head, which may be prescribed by the Hon'ble Company; but in this case it must be observed that the efficiency of the Gaikwad Government will be impaired in proportion to the debt it must incur, and in the same proportion also must the Peshwa be prepared to admit the accumulation of further arrears and the concession of further remissions.

32. I should trust however that the arbitration will avoid this alternative, which can only minister to the present occasions at the expense of so many important interests of the Gaikwad and ultimately even of the Peshwa himself.

33. It cannot, I feel assured, be the object of the Hon'ble Company's arbitration to force the Gaikwad State to do what that State, if left to itself, would assuredly never submit to, *viz*, to cramp its efficiency and destroy its vigour and resources to satisfy the claims of the Peshwa, which, though now founded on treaties, certainly originated in the most shameless breach of public faith, since, had that treachery never been committed, the circumstances that more immediately led to the imposition of tribute would never in all probability have existed.

34. Having adverted to the origin of the claims, I may further observe on this head, what in its time has already been remarked, that the first imposition of tribute and of service with a specific number of

horse, took place on the overthrow of the power of Raghoba, whose interests Damaji espoused; and whose son, the present Peshwa, urges the claims, which have arisen from the attachment of the Gaikwad to his family, with as much order as if they had been founded in circumstances inimical to its interests.

35. I am sensible that neither the nature of the circumstances, which originally led to the imposition of tribute, nor the ambitions and corrupt motives which induced Govindrao and Fatesing to increase that originally fixed, can have any weight in affording a plea to the Gaikwad, by which he can pretend exemption from discharging the obligations, incurred by them, to the utmost of his power; adverting however to those circumstances, together with the fact of the partial liquidation of the claims, which they gave to the Peshwa, may lead us to suppose that the resources of the State to meet these burdens were left out of sight by the animosity of Madhavrao Peshwa, in the first instance, and more especially so by the rival candidates in the second.

36. Indeed had the engagements in question not been absolutely incompatible with the finances of the State, they would never, we may judge from the efforts which have been made to fulfil them as far as possible, have under all contingencies been faithfully observed.

37. It is inconsistent with the more narrowed, but, I trust, not less applicable view, which I have taken of this case, to advert to the various reasonings of Mr. Elphinstone on the subject of the specific claims, which have been brought forward by the Gaikwad for remission. Were the condition of the Gaikwad finances flourishing, these arguments, to the general justice of which I cannot object, would be deserving of important consideration. But, as, whatever may be the decision passed on them, that decision must again be regulated by the state of the Gaikwad resources, and as the documents that accompany this dispatch show them inadequate to the discharge of the Peshwa's dues, however [much] they may be diminished by the admission of the Gaikwad claims, the necessity of adverting to them seems entirely obviated.

38. In conclusion I beg leave to remind the Right Hon'ble the Governor-in-Council that "For a covenant to be obligatory five things are necessarily supposed: 1st, that the parties have power to consent; 2nd, that they have consented; 3rd, that they have consented freely; 4th, that the consent is mutual; and 5th, that the execution is possible," and that on the last it is remarked that "the execution of the treaty must be physically and morally possible, so that, if the accomplishment be physically impossible, either from the nature of the promise or from circumstances, or, if the accomplishment interferes with the interests of a third, or tends to ruin the nation which has promised, the covenant becomes void, or ceases to be obligatory."

No. 1 Memorandum from the Gaikwad Government.

Accounts The amount paid to the Peshwa Pant Pradhan by the Gaikwad Government from the year Samvat 1821 to 1853 or from Fasli 1165 to 1197, being a period of 33 years, on account of the services of troops, of the annual accounts, of coronation nazrana, etc. is Rs. 2,96,98,644-3.

Which sum, divided by the number of years, gives the average paid per annum at about Rs. 9,00,000.

The sum due for the last 19 years, *viz.* from the year 1854 to 1872 at the above rate of 9,00,000 per annum gives Rs. 1,71,00,000.

But from this amount the Gaikwad Government possesses counter-claims as follows:—

Deduction from the sum given on account of the troops during six years of commotion and heavy expenditure to the Gaikwad Government Rs. 40,50,000.

41 years' deduction of the amount of the Broach claims from 1832 to 1872 at the rate of 8 lakhs per annum Rs. 3,28,00,000.

Making the sum of Rs. 3,62,50,000. And leaving a claim of the Gaikwad against the Peshwa amounting to Rs. 1,97,50,000. Besides a claim on account of Shelukar of 80 lakhs of Rupees.

Poona, 31st August, 1816 (1816, S. & P. D. 296.)

1816

Mountstuart Elphinstone to Francis Warden.

The great attention, paid by the Right Hon'ble the Governor to the Peshwa's interests in Kathiawar, can scarcely fail to make a favourable impression on His Highness, and to lead him to appreciate the justice and liberality with which he has been treated throughout the whole of a transaction, regarding which he entertained such unreasonable suspicions. *Peshwa pleased*

To secure the attainment of this object, it only appears necessary to enable His Highness to compare his former situation with regard to Kathiawar with that in which it is now intended to place him. Hitherto, I am inclined to think, he has had a very indistinct and exaggerated view of his rights and pretensions, and the first step towards bringing him to a proper understanding is to prevail on him to inquire into the actual practice of his Government in former times.

With this view I have withheld the communication of the Right Hon'ble the Governor's resolution, and have only called on His Highness to produce a statement of his claims, with the proofs of their justice, assuring him that every well grounded demand he may have on Kathiawar, will certainly be adjusted. Great delay has taken place in producing this information, but I hope soon to receive it, and I shall then proceed to settle with the Peshwa the manner in which his interests in Kathiawar are hereafter to be managed.

Baroda, 25th February 1817 (1817, P.D. 435)

1817

James R. Carnac to Francis Warden.

I have the honour to report that this Government received early Mairal dead intimation of the decease of its vakil at Poona.

Section D. THIRD PHASE OF FINANCIAL NEGOTIATIONS

The Poona claims on the Baroda Government were finally settled, not by negotiation, nor by arbitration, but by dictation.

DOCUMENTS

1817 *Poona, 4th June 1817 (1817, S. & P. D. 299,)*

Mountstuart Elphinstone to Francis Warden.

*Treaty with
Peshwa*

I have the honour to enelose for the information of the Right Hon'ble Governor a copy of my letter to Mr. Adam, dated the 4th instant, containg a draft of the treaty.¹ I propose to conclude with His Highness the Peshwa subject to His Excellency the Governor General's ratification.

No. 1. Elphinstone's views.

*Final
settlement*

In the fifth article, relating to the Gaikwad settlement, I thought it very desirable to introduce a provision which should finally close the dispute, the discussion of which has already occasioned so much discontent among the parties concerned. If seven lakhs were taken for the whole amount to be paid in satisfaction of the Peshwa's elaims, past and future, four lakhs seemed liberal for the past alone; and yet that sum could not but be reckoned a very moderate payment for the Gaikwad. Taking this payment and the farm of Ahmadabad together, even if the tribute of Kathiawar has been struck off, the whole loss that will fall on the Gaikwad eannot amount to more than half a lakh of Rupees, while he gains a relief from the vexatious interference of the Peshwa in Ahmadabad and an exemption from elaims, which after a careful inquiry were estimated at 11,54,000 Rupees, at the lowest, and which his own Minister was desirous to compromise by a cession of territory yielding seven lakhs of Rupees. I should have wished the Peshwa to have taken 40 or 50 lakhs of Rupees in lieu of all demands, as I understood it would have agreed with the views of the Right Hon'ble the Governor of Bombay; but the Peshwa's treasure is full; ready money is no object to him, and the offer of an immediate payment would be much more repugnant to his wishes than of a perpetual revenue, while the Gaikwad, who is obliged to borrow, would have to pay for the interest of the largest of the sum mentioned a lakh of Rupees more than the whole payment now imposed on him. In case the sums should not be acceptable to the Gaikwad, I have left him the option of accepting a discharge from future demands only, and standing an arbitration of all [demands] that relate to past times, which is precisely the course directed in my instructions.

1. For a summary of the events which led from friendship to enmity between the Peshwa and the English, see Introduction. The full text of the treaty of 1817, made by the British with the Peshwa, is given by Aitchison, Vol. VI, pp. 65-71.

An arrangement, more advantageous to our own immediate interests, might perhaps have been adopted in that quarter by taking the Peshwa's share of Ahmadabad for ourselves, instead of obliging him to farm it to the Gaikwad; and this would have been more advantageous to the Peshwa, from whom we should have taken it as part of the cessions at a fair valuation, whereas the Gaikwad now rents it at $3\frac{1}{2}$ lakhs beneath its actual produce. But recollecting our former unsuccessful endeavours to procure the farm of Ahmadabad for the Gaikwad, the demand of that prince on the murder of his Minister to receive that territory as an atonement, and the actual recurrence of the state of circumstances on which his demand was preferred, the Peshwa having by his fresh protection of Trimbakji lost all the benefit of his former surrender of him, it seemed probable that we should expose both our consistency and our disinterestedness to misrepresentations by taking Ahmadabad to ourselves. In delivering also the Peshwa from all loss in his transactions with the Gaikwad an object of the present arrangement would be lost, as it is intended to weaken him as well as to strengthen ourselves. On the other hand I thought it more than probable that the Most Noble the Governor-General was not fully apprised of the value of Ahmadabad when he ordered the farm to be granted on the former terms, and I was aware that the Right Hon'ble the Governor of Bombay attaches peculiar importance to our obtaining the Peshwa's rights over Kathiawar. I therefore resolved to separate that source of revenue from the rest of the farm, and to take it as part of the cession at such a valuation as should prevent our suffering by the expense of the arrangements requisite to levy the tribute and to maintain the tranquillity of the country. By this arrangements the Peshwa will lose four lakhs of rupees less than by that contemplated in my instructions; but this is more than compensated by the addition to the cession in commutation for his contingent and by other stipulations. The rest of the cessions I wish to take from the Carnatic, where part of the Peshwa's possessions joins on particularly to our own, and where, as in Gujarat, the revenue of the new cessions may be levied without any additional expense.

No 2. *Relevant articles*

Article Fifth: His Highness Rao Pandit Pradhan Bahadur specially renounces all future demands on His Highness Raja Anandrao Gaikwad, whether resulting from supremacy of the said Rao Pandit Pradhan Bahadur as executive head of the Maratha Empire, or from any other cause; but, as various demands and papers of accounts, arising from certain unfinished transactions, subsist between the Government of His Highness Rao Pandit Pradhan Bahadur and the Government of the Raja above mentioned, which His Highness Rao Pandit Pradhan Bahadur agreed by the fourteenth article of the treaty of Bassein to submit to the arbitration of the Hon'ble Company's Government, those demands are hereby declared to be in force as far as relates to past time; but His Highness Rao Pandit Pradhan Bahadur now consents that, in the event of the payment of the annual sum of four lakhs of Rupees by Raja Anandrao Gaikwad Bahadur, the above agreement shall be set aside, the said Raja shall be discharged from

*Poona
claims
given up*

all claims whatever on the part of the said Rao Pandit Pradhan Bahadur. In case His Highness Raja Anandrao Gaikwad Bahadur should not consent to the payment of the annual sum of four lakhs of Rupees, then the agreement above mentioned, which forms part of the fourteenth article of the treaty of Bassein, shall remain in force and binding on both parties, but His Highness Rao Pandit Pradhan Bahadur hereby renounces all future claims on His Highness Raja Anandrao Gaikwad Bahadur.

Fifteenth article:

His Highness Rao Pandit Pradhan Bahadur formerly rented his share of the city and province of Ahmadabad, including the tribute of Kathiawar, to Bhagvantrao Gaikwad at the rate of four lakhs and a half of Rupees per annum, and granted a sanad to that effect under date the 27th of Jamadi-al-akhir (1205) one thousand two hundred and five. The tribute of Kathiawar, formerly comprehended in that farm, has been ceded to the British Government by the seventh article of the present treaty. His Highness now agrees to grant the remainder of the said farm in perpetuity to His Highness Raja Anandrao Gaikwad Bahadur and to his heirs and successors on the same terms as those contained in the above mentioned sanad, dated the 27th of Jamadi-al-akhir one thousand two hundred and five (1205), excepting the terms contained in the second (2nd), eighth (8th), eleventh (11th) and fifteenth (15th) articles, which are hereby abrogated and annulled. In consideration of the greatness of the actual revenue of the city and province of Ahmadabad and likewise of the loss to which His Highness Rao Pandit Pradhan Bahadur has already been subjected by his renunciation of all future claims on His Highness Raja Anandrao Gaikwad Bahadur and by his accepting an annual payment of four lakhs in lieu of all claims actually due up to the present day, it is agreed that the former sum of four lakhs and half of Rupees shall still be paid for the farm of Ahmadabad, notwithstanding the separation of the tribute of Kathiawar.

No. 3 Remarks by Moro Dixit, the Peshwa's envoy.

*Poona
objections*

Moro Dixit made brief remarks in the form of expostulation on the sacrifices which the Peshwa was called on to make to the Gaikwad, and said that the share of Ahmadabad, which His Highness was now to resign to the Baroda Government for four lakhs and a half of Rupees, was actually farmed to the present sarsubah for nine lakhs, independent of the tribute of Kathiawar, which Mr. Elphinstone knew to be worth $5\frac{1}{2}$ lakhs more; that His Highness was likewise offered some time back a territorial cession of seven lakhs of Rupees in lieu of his claims on the Gaikwad; and that he was now to give them up for four lakhs of annual tribute in money; that His Highness could not understand the reason for our thus befriending the Gaikwad, and that these arrangements were peculiarly obnoxious to His Highness's feelings.

Mr. Elphinstone stated that the whole of the present discussions and likewise those in 1815 had originated in the loss which the Gaikwad met with in the murder of his Prime Minister; that it was

therefore but just that he should receive some compensation,¹ that the advantages of Ahmadabad being under one control would be felt all over Gujarat, and that the Peshwa well knew, when the Shastri first came to Poona, that the sole anxiety of the British Government was to arbitrate the pending claims with the strictest impartiality, but that the Peshwa's subsequent conduct had made it our duty to take part decidedly with the Gaikwad.

Bombay, 22nd June, 1817 (1817, S. & P. D. 299)

1817

President's minute.

The advantages secured to the Gaikwad under the treaty are of such magnitude that I think it will be our duty to submit to His Excellency the Governor-General-in-Council the propriety of calling on His Highness to enter into a treaty of subsidy for a farther number of troops, not only for the protection of our frontier against our disorderly neighbours, but for the preservation of the internal tranquillity of the country; and I hope my colleagues will agree with me in opinion that, under the statement exhibited in the draft of the letter which I propose should be addressed to the Supreme Government, we have a claim on the Gaikwad to contribute his further aid to the extent and in the manner therein pointed out for the support of general interests.

*Bombay
claims*

Baroda, 23rd December, 1818, (1818 S. & P. D. 309)

1818

John Adam to Mr. Elphinstone, letter dated Fort William, 26th September, 1818.

24. Adverting to the nature and origin of the claims of the Peshwa's Government on the Gaikwad, as settled by the terms of the treaty of Poona, to the degree in which the Gaikwad's interests have been involved with our own in the transactions that led to the late revolution, as well as to the fidelity and zeal with which the Government of Baroda has performed the duty of an ally during the late war, the Governor-General-in-Council considers it to be expedient and equitable to relieve the Gaikwad from the payment of the annual tribute of four lakhs of Rupees per annum. Considering the benefit which the Government at Baroda will have thus acquired in the course of the late transactions, it will not be inequitable to render the completion of this grant a means of inducing the Gaikwad to give his assent to any of the remaining objects we have in view at that Court.

*Tribute
cancelled*

30. The reasons already assigned for relieving the Gaikwad from the tribute fixed by the treaty of Poona, appear to the Governor-General-in-Council to be conclusive in favour of that arrangement.

Letter to James R. Carnac, Bombay, dated 1st December.

1. I am directed by the Right Hon'ble the Governor-in-Council to acquaint you that the Most Noble the Governor-General-in-Council

*Tribute
cancelled*

¹ This is in direct opposition to the policy previously adopted by Elphinstone, when the question of pecuniary compensation was explicitly ruled out—an instance in point of the proverb "To-morrow is another day."

by a communication to this Government, dated the 26th September last, has been pleased to liberate the Gaikwad Government from the annual payment of 4 lakhs of Rupees to the Peshwa's Government, stipulated by the treaty of Poona, and now become due to the British Government by virtue of its accession to the sovereignty of the Peshwa.

2. His Lordship-in-Council has deemed this measure expedient and equitable on a consideration of the nature and origin of the claims of the Peshwa's Government of the degree in which the Gaikwad interests have been involved with that of the British Government in the transactions which led to the late revolution, as well as on a consideration of the fidelity and zeal with which that Government has performed the duty of an ally during the war.

3. You will therefore in communicating this resolution to the Gaikwad in suitable terms, represent it as a perfectly free concession on the part of the British Government, arising out of considerations above stated, and as a practical proof of the advantages resulting to that State from a zealous and faithful performance of the obligations of the alliance.

No. 3. SITARAM'S INTRIGUES

The documents, giving an account of Sitaram's intrigues, show the intricate maze of underhand political activities, the questionable honesty of Sitaram's agents, the eagerness of the Bombay Government to lengthen the list of Sitaram's misdeeds, the Peshwa's attempts at claiming suzerainty over the Gaikwad and the paramountcy of British power.

DOCUMENTS

1814 *Bombay, 8th February, 1814 (1814, D. D. 407)*

James R. Carnac to Francis Warden.

Sitaram & Banduji The character of Sitaram for ingratitude has never been exemplified more prominently or perhaps in a degree more dangerous and detrimental than by his recent deputation of a servant, named Govindrao Banduji, to counteract and defeat the objects of the mission of Gangadhar Shastri.

This person has been at Poona since the Shastri's arrival at Bombay; and there is little doubt that the objections, at one time manifested by the Peshwa to receive the Shastri as a public functionary from the Gaikwad Government, have been at his instigation only. Such objections were not urged, when it was known long ago that the Shastri was about to proceed to Poona, but have been brought forward subsequent to Banduji's reaching the Peshwa's Court.

The conduct of Sitaram is extremely culpable, if it does not extend to the implications of criminality. Sitaram is aware that the

Company's Government have a direct interest in the discussions at Poona; and his want of delicacy towards that Power cannot better be proved than by his employing a man to defeat its views, whose family enjoys an inam village of considerable revenue on the island of Salsette.

Poona, 17th February, 1814 (Poona Daftar)

1814

Mountstuart Elphinstone to Francis Warden.

I have since [14th February] ascertained that Govindrao Banduji's [Banduji] is in Poona, and that he endeavours to keep his residence here a secret; but I have as yet no information regarding his proceedings, and it is possible I may not succeed in obtaining any certain accounts regarding him. If however he is still under the control of the British or Gaikwad Government, the importance of the negotiation, which he is supposed to obstruct, might perhaps appear to the Right Hon'ble the Governor to justify a peremptory order for his recall, even if no further proofs should appear against him. Unless a step of this kind can be taken, it may be apprehended that he will meet with encouragement from the Peshwa's Government, to which he will probably be able to give information that will be useful during the approaching discussions.

Translation of a letter from Sitaram Raoji to Govindrao Banduji, dated Baroda, 3rd Rajab.

Mr. Carnac, the Resident, having sent for Tatya Goregaonkar, a person belonging to me, desired him to explain to me, "That Govindrao Banduji was from me injuring the negotiations of the Gaikwad at the Peshwa's Darbar, that this was not proper in me, and that I must write to prevent him." This was impressively communicated for my information and excited in me much astonishment. It is on this account that I now write you. The Gaikwad is my master, and no advantage can result from injuring his negotiations. It is also not fitting that any one of my household should do so. You do not consider this subject, and how do I know what you may be representing about me at the darbar of the Peshwa? Doubts having arisen here, I am interrogated, while I have neither communicated with you by verbal messages nor in writing. Write quickly what answer I am to give. Why should I say more?

Baroda, 16th July, 1814 (1814, P. D. 414)

1814

James R. Carnac to F. Warden.

I directed Lieutenant Robertson to wait on His Highness (Fatesing) and have the honour to submit that Gentleman's report of the interview.

Lieutenant Robertson's memorandum of a conversation with His Highness Fatesing Gaikwad on the 15th July, 1814.

I stated to His Highness that you had received repeated accounts of the intrigues of Govindrao Banduji at Poona and of his attempt to counteract the negotiation of His Highness's Minister Gangadhar.

Interview with Fatesing

Shastri. That Sitaram had given a direct disavowal of any connection with Banduji in a letter to that person's address; and that the cause for bringing the subject now before His Highness was in consequence of a representation from the Resident at Poona to the Government of Bombay and the declaration of that Government that they are by no means disposed to shelter Banduji from the just resentment of His Highness's Administration; which now rendered it requisite to ascertain the wishes of His Highness in regard to Banduji, should he abnegate the mission of that person and the authenticity of the letters he asserts to have received. I at the same time tendered for his perusal a copy of the paper to which I had alluded.

Fatesing, after reading it with much attention, observed with considerable energy that, perfectly satisfied of his own conduct, he was only desirous that Banduji should be placed in his possession, when the truth or falsehood for his being employed by him would not long remain a subject of doubt.

I then adverted to the letter said to have been addressed by Fatesing to the Peshwa. When he had fully comprehended its contents, he expressed some surprise and indignation, and remarked that it was neither customary nor requisite for a Gaikwad to obtain the interference of the Peshwa or indeed of any Power for the removal of a servant from his employ. I requested Fatesing would candidly state to me if he had any cause of dissatisfaction with the Shastri. He replied that, if the Shastri had not merited the employment he held, he would never have obtained it; and that, had he not been satisfied in regard to him, he would never have become his servant.

On a repetition by His Highness of his earnest wish to be placed in possession of Banduji's person, I requested to know if any particular mode had occurred to him as the most appropriate for the attainment of this object. After some consideration he answered that, consistent with the relations between the three Governments, the only method by which success could be commanded would be from the intervention of the Company's Government.

1814 *Baroda, 17th August, 1814 (1814, S. D. 287)*

James R. Carnac to S. Babington.

Intercepted letters His Highness Fatesing Gaikwad sent a message to me on the evening of the 13th instant, communicating his wish to have an interview on the following day. The reason for the request, His Highness stated, would be found in a Persian letter which he forwarded for my perusal, accompanied by a translate in the Gujarati language and a letter from a native inhabitant of Bombay.

The letters were returned with an intimation that I would wait on Fatesing at the appointed time, which accordingly took place, accompanied by Lieutenant Robertson commanding my escort.

His Highness observed that the control of the affairs of the Gaikwad had been committed to his hands, and that I was constantly urging him to vigilance and attention; but that every exertion on his

part was to little purpose, since an improper correspondence was maintained between his subjects through the English mails, over which he could of course exercise no authority.

I expressed my sorrow to His Highness at such productions and of their having come by the English dawk; but that he must be aware from the nature of our public mail that it was open for the receipt of all the letters. In pursuance however of his desire, under the peculiar circumstances which had been developed, I should submit to him, to be forwarded or detained as he deemed proper, any letter in our post addressed to Sitaram or his dependants.

His Highness afterwards desired my advice as to the course he should pursue towards Sitaram, not only on account of his intrigues at the Palace, but for his conduct in deputing a servant to counteract the negotiations of the Gaikwad Government at Poona. After some deliberation I suggested to Fatesing that, as Sitaram was always in his power, it would be showing a dignified conduct to suspend the effects of his just displeasure, until I could have time to submit to my Government all the circumstances of his delinquency; but in the meanwhile, as names of men residing in Baroda were mentioned in the Persian letter from Sitaram's vakil in Bombay, I would recommend that these men were summoned to the Darbar and examined with such papers as might be found in their possession. I made no doubt that by pursuing this plan, further circumstances would be explained.

I am deeply concerned that in the Persian letter the name of a Gentleman (Urquhart) is introduced, who has acted under my orders. The whole tenor of the production is not reputable to our character; but it would never enter my belief (until the letter was produced) that an officer, in the situation held by Lieutenant-Colonel Urquhart, would have had communication with Sitaram on any subjects connected with him, except with my permission or knowledge. Here it is said he has given assurances, and this in a secret manner, since it was his duty to report to me every syllable of a public nature which reached his ears.

Persian letter

This letter is concerned with a court intrigue to restore Sitaram to his former position. This was to be brought about with the connivance of Takhtabai through Anandrao Gaikwad writing a letter containing orders to that effect. Urquhart's part in these underhand doings was so insignificant as to be negligible. It would appear as though Sitaram had fallen into the hands of designing persons who were anxious to get as much money out of him as possible. *Summary.*

Second Letter

The second letter insists on the urgent need of Anandrao writing the promised letter in Sitaram's favour, and of sending money to Bombay. *Summary.*

1814 *Baroda, 19th August 1814 (1814, S.D. 287)*

James R. Carnac to S. Babington.

I have now to state that His Highness Fatesing, pursuing the recommendations, noticed in my letter [of August 17], obtained a paper, establishing Sitaram Raoji to have acquired by means unknown to the Government a letter from the Raja.

[N.B.—Sitaram was asked for a written explanation, and was also questioned]¹

No. 1. Translate of a letter from Sitaram Raoji (intended for Fatesing), without date.

Sitaram explains You have ordered me to state whether I have sent letters to Poona or Bombay, and on what business, and to whom I have written; also for what reason I had sent a letter from Shrimant Dada Saheb (the Raja), and what communications I proposed to make upon it and with whom.

My senior (Raoba) and myself since the time of Shrimant Baba Saheb (Govindrao Gaikwad) now in Paradise, have with fidelity served the sarkar. For the last seven or eight years the administration of affairs has not taken place by my means, and I have not received the deyta (allowance) of my diwangiri or darak. On this account I have been speaking since that time, but my arrangement has not been effected. When Shastri Bawa was going to Poona, I spoke for the last time. At length I said that, as my subsistence was not provided for, I wished him to take me with him. I spoke to this effect with much earnestness, but he did not agree to it. "For the present," he observed, "take more or less from my private means for your subsistence, and live upon it; at present nothing else can be done for you. In the sarkar and with the Company Bahadur your business will not be attended to. I give you my advice; and if you don't choose to follow it, pursue your plans of going and speaking." In this manner he spoke plainly, and he agreed to advance me money from his own funds on a mortgage on my village; but I never received a pie of it. To continue my subsistence is on every account difficult. Seven or eight years distress, and no prospect of getting bettered.

Considering this, I thought it proper to let the sarkar know my distress and to effect my arrangement, for which reason to Poona and Bombay, where I have been in the habit from formerly of maintaining a correspondence, I have been writing.

The reason for sending the letter from Shrimant Dada Saheb (the Raja) is the above. My views in this are that the two sarkars [*Poona and the Company*] are great; and the friends of the sarkar (Gaikwad), therefore what is asked for its advantage, is proper. If it is asked to whom I am to speak, I answer that there is no new channel of communication with both sarkars. My karkuns and others

¹ There is long and detailed account of various incidents connected with this secret correspondence. 1814, S.D. No. 287, pp. 576-598.

have been in the habit of communicating. These people will have been acting with the Darbar according to its inclinations and in view to their ends. This is what I represent.

No. 2. Memorandum of answers (from Sitaram Ravi) in pursuance of the sarkar's orders (Fatesing's).

1st article: When was the letter received from the Bhaddar Sitaram's (Palace)? Who brought it? Who wrote it? Who sealed it? And *answers* what were the contents of it?

Answer. In the month of Shravan (*July and August*) I obtained the letter and dispatched it. I was the person who took the letter, and according to the orders of the sarkar I also wrote it. It was signed and sealed by the Presence (the Raja). Its contents were about the friendship of the two sarkars, which had subsisted from former times, and the occasion of it. This was written; and afterwards it treated of the harm done to my affairs; and that it was his (the Raja's) pleasure, according to the tenor of engagements, to employ me in future.

2nd article: What is the cause that I. (*Fatesing*) who have the whole management of the affairs of the Sarkar, was not applied to, but a letter obtained from the Palace, and what weight remains to me?

Answer. I do not consider who is Master, and who is invested with control. Dada Sahib Senakhaskhell and Baba Sahib are the same. I do not conceive them separate, and the performance of my duty is not separate (from either), under such impressions I obtained the letter.

3. In regard to what is written about Govindrao Banduji?

Answer. Govindrao Banduji, from troubles, left this place for his own home. I did not send him for this business. This is true. But according to the times, from his knowledge of former events and from his being employed as a vakil, the Shrimant Peshwa's sarkar having recollected him, and called him, it was necessary for him to state the true state of things. In regard to my letter that Banduji is not of my party, and that I have no train of negotiation with the Peshwa sarkar, this is true. I have none beyond what I have always kept up, although I have not been employed here, yet Banduji's brother is entertained at the Darbar on a salary of 2,000 Rupees per annum, and he preserves the character and respectability of a vakil with the sarkar.

Baroda 21st August 1814 (1814, S. D. 287).

1814

James R. Carnac to S. Babington.

It became a matter of some consequence to ascertain with precision how far the intrigues of Sitaram Raoji had been conducted, *examined* I resolved in company with Vithalrao Bhanu to take advantage of a favourable opportunity to converse with the Raja on the subject. His Highness gave me a clear and connected account of all that has passed and in manner which leaves no doubt in my mind of the

accuracy of his statement. Takhtabai Gaikwad, as expected, was not so communicative, simply denying any participation on her part to Sitaram's views, and asserting him, when in power, to have been the first cause of her misfortunes and her greatest enemy.

No. 1. Memorandum of a conversation at the palace.

Anandrao explains Captain Carnac asked the Raja what letters he had given to Sitaram. He at first did not speak to the point; but, on Captain Carnac urging a recollection of past times, he said he had given some letters to Sitaram in a private manner and without the knowledge of the mutasaddi, and afterwards mentioned that the number amounted to three or four :—one to the Peshwa, one to Sadashiv Mankeshwar, one to Cursetji Mody and one to the Governor of Bombay; to none of which had he received any answer.

The Raja added that the contents of these letters were to serve Sitaram for the representation of his case. Captain Carnac asked whether anybody was acquainted with these letters, or whether he had mentioned them to Colonel Urquhart. He said it was no new business, that it was agitated when Captain Carnac was in Bombay; but on Captain Carnac's coming to Baroda, it was thrown into confusion; but that Colonel Urquhart knew of the letters. His Highness, in reply to a question from Captain Carnac stated that the letters had been delivered to a khidmatgar of Sitaram's in Takhtabai's house.

Translation of a letter from His Highness Fatesingrao Gaikwad to Captain Carnac, dated the 19th August, 1814.

Fatesing complains Govindrao Viswanath Banduji has gone to Poona on the part of Sitaram Raoji. The affairs of my sarkar have suffered several injuries by his proceedings (speeches). Full power in the management of affairs has been given me by Dada Saheb Maharaj; and according to this, affairs have been carrying on. That he [Sitaram] then should take a paper without reference to me, is a great disrespect to me. Dada Saheb Maharaj does not preserve uniform health or disposition, and with a knowledge of this [Sitaram] he has without reference (to me) obtained clandestinely a letter from him; and having preferred a complaint at Poona on the subject of his employment, it is his wish by expressing the most minute and private concerns of this State to obtain assistance in being employed. This design is not that of a faithful servant. The arrangements of the affairs of the Government were formerly obstructed by him, and an intrigue of magnitude conducted by him. You are well acquainted how he was then preserved, and a maintenance allowed him. Under these circumstances he is now exciting sedition, on which subject we have personally spoken, and measures must be adopted by my Government in regard to it. I therefore request your advice.

1814 *Baroda, 27th August, 1814 (1814 S. D. 287)*

James R. Carnac to S. Babington.

Office leakage I have the honour to transmit copy and translate of another intercepted letter from a man named Mahipatrao, employed in Bombay by Sitaram Raoji.

(N. B. The letter is not of any historical importance. It caused a great stir, because its writer was using secret information, which he could only have obtained from the Bombay Office.)

No. 1. Bombay resolution.

Resolved that Mahipatrao be examined; and it being understood *Orders* that he is an inhabitant of Salsette, that a warrant be issued under the hand and seal of the Right Hon'ble the Governor to James Hallet, Esquire, Justice of the Peace for that Island, for securing and detaining in custody Mahipatrao.

Baroda, 29th August, 1814 (1814, S. D. 287)

1814

James R. Carnac to Bombay.

My intelligence derived from a domestic of Sitaram's (over *Sitaram's intrigues* whose conduct I maintain a strict observance) tells me that on the nights of the 23rd and 25th he went out in disguise, attended by one servant. I could not immediately discover whom he visited, but to-day I hear he went into the fort, to Takhatabai, and he had very long audiences. I am also just informed that he has lately retained 37 men, in addition to those he had before, for his personal guard. His instructions to Banduji at Poona have been to obstruct by every means in his power the negotiations of the Shastri. Lately he desired his agent to outbid the Shastri in his offers to pay the Peshwa's arrears, and to offer the latter also a fixed annual payment, provided he (Sitaram) was reinstated in his former power and offices. Fatesing has importuned me to vigorous measures; but, as I have such good sources of information of his actions, I do not see the harm of waiting until we hear from Bombay. The public mind has been a good deal agitated, and people communicate with Sitaram for his favour, when restored to full authority. The moneyed men are more alarmed than any others, and one or two of the principal have come to me.

Bombay, 2nd September, 1814 (1814, S. D. 287)

1814

S. Balington to James R. Carnac.

The Governor-in-Council has learnt with great concern the indiscretion, which it appears from observations contained in your letter, *Urquhart's blunder* is to be attributed to Lieutenant-Colonel Urquhart in holding communication with Sitaram and his adherents without your knowledge or authority. As that officer is however understood to be at present on his way to the Presidency, it appears to be unnecessary to give you any further instructions, than that a proper person should be appointed, with the concurrence of Fatesing, if not already done, to fill the situation held by Lieutenant-Colonel Urquhart.

Bombay, 4th September, 1814 (1814, SD 289)

1814

At a Consultation: F. Warden's letter dated 3rd September.

"I am sure I cannot err in promoting the prosecution of the *Resignation* investigation by removing the cause which generally deters natives in deposing the truth against Europeans, namely the influence of official authority, by humbly requesting that you will be pleased to suspend

me from my functions, until the records speak a less equivocal and a more decisive language upon the weight that may attach to these insinuations against the integrity of my official character."

Bombay remarks.

Refusal It is here ordered that it be intimated to the Chief Secretary that the Governor-in-Council does not see sufficient ground for his withdrawing himself, and that he be desired to continue in the exercise of the duties of his official situation.

1814 *Baroda, 5th September, 1814 (1814, S. D. 287)*

James R. Carnac to S. Babington.

Intrigues The Raja requested me to call upon him on the evening of the 2nd instant. The object proved to be of no consequence, but I took the opportunity of the visit to ask His Highness if any thing had lately passed with Sitaram or his agent. The Raja replied in the affirmative, and told me that two days previously he had visited a pagoda in the neighbourhood, where a conversation had passed (alluding to Sitaram). At this moment Takhtabai Gaikwad made her appearance, and arrested all further communication on the subject.

2. On returning to the Residency, I acquired intelligence that on my leaving the Raja, he had signed and sealed a paper or papers, which he gave into the hands of Takhtabai. Early on the following morning His Highness had prepared his paga's horse, and personal retinue (about 300 men) for the purpose of quitting Baroda. These indications created some agitation in the town, and no time was lost in my proceeding to the Palace. I found the Raja in the state of preparation alluded to, and was told by him of his intention to proceed to Poona. Having taken the requisite precautions, in conjunction with Fatesing, I had no apprehension of the Raja leaving his Residence. My chief object was then to ascertain what letters he had given to Takhtabai on the day preceding. I ascertained that one paper was executed by His Highness, but the machinations of Takhtabai prevented me from obtaining fuller information.

3. On leaving the Raja's residence I waited on Fatesing, who was prepared to pursue some decisive measures at the Palace. He justly remarked on the disgrace of the proceedings with the easy disposition of the Raja and the exposure which they made of his brother's character. He resolved under my advice to put Takhtabai under greater restraint, and this desirable measure was effected without much trouble. There were some appearances of a little disturbance yesterday evening, which soon subsided.

4. Fatesing complained rather peremptorily of the licence shown to Sitaram, who merited at least immediate confinement. I told His Highness that I could not in justice combat his sentiments; but that, as we had waited so long for an answer from Bombay, the delay of a few days more might be tolerated. His Highness concurred, though he made some remarks about Sitaram's influence at the

Presidency, which, considering what has passed, were natural, though not pleasant for me to hear.

Bombay, 9th September, 1814 (1818, S. D. 287)

1814

Copy of the warrant for the apprehension of Mahipatrao.

Whereas Mahipatrao, Hindu inhabitant of the island of Salsette, *Warrant* is suspected of carrying on an illicit correspondence, dangerous to the peace of the British settlements and possessions in India, with Sitaram Bapu of Baroda, you are hereby authorised and commanded to secure and detain in custody the said Mahipatrao, and for so doing this shall be your warrant. Given under my hand and seal at Bombay Castle this ninth day of September, One thousand eight hundred and fourteen.

Bombay, 10th September, 1814 (1814, S. D. 287)

1814

S. Babington to James R. Carnac.

The insight, which has been obtained by means of the further *Sitaram's* intercepted correspondence of the dangerous intrigues carried on by *plight* Sitaram Raoji, has removed from the mind of the Governor-in-Council the doubts which were entertained of the propriety of resorting to measures affecting Sitaram's personal liberty; and I have in consequence been directed to instruct you to explain to the authorities of Baroda that he has no longer any desire to interfere with the steps which they may deem it necessary to pursue in order to place that degree of restraint upon Sitaram, which may effectually deprive him of the means of committing further acts detrimental to the interests of the Gaikwad State, although it is still desirable that as little personal violence should be offered to him, as may be consistent with the attainment of that object.

Bombay, 14th September, 1814 (1814, S.D. 287)

1814

James R. Carnac to Francis Warden

You will be pleased to acquaint the Right Hon'ble the *Measures* Governor-in-Council that His Highness Fatesing Gaikwad requested *against* yesterday morning the favour of a private interview with me. *Sitaram*

The object of His Highness was to inform me of his determination under my counsel to devise some means to preclude to the possibility of future injuries to the Government. The necessity, His Highness added, of consulting me was obvious; the public affairs of the State were all conducted with my advice and under my supervision; and other circumstances, affecting Sitaram, required that it should now be asked.

Previous to offering any opinion, I requested to know if Fatesing had obtained any new lights of the criminality of Sitaram. I received an affirmative reply, and letters from the servants at Poona were produced, complaining that Banduji by his proceedings had thwarted every exertion of the Gaikwad Ministers to arrive at a compromise or understanding with the Peshwa or his Ministers. Fatesing remarked he could no longer, in the discharge of the official duties he conducted,

admit a repetition of acts so derogatory to the interests of the Gaikwad State and so replete with disrespect to himself. He commented with much spirit on the implied inability of his administration to obtain a renewal of the farm of Ahmadabad; and animated by his feelings, he also remarked that, if we had not interceded for Banduji some years ago, this thing would not have come to pass.

4. I requested His Highness to explain his observation and adverted to the frequent expression of his dislike of Banduji for his insulting conduct towards him, when Sitaram was in power. His Highness said it was proper that this circumstance should be brought to recollection on the present occasion, that I might, in affording him advice with respect to Sitaram, see the inability of clemency to bad men, since it met with returns by acts of ingratitude and injury to those who had shown it.

I observed in reply that, notwithstanding the culpable and contumacious conduct of Sitaram, I would still advise His Highness to be contented with a moderate displeasure; it would add additional lustre to His Highness's character that, possessing the power of punishment, and urged by sentiments of resentment, he had not rigorously exerted it. I therefore proposed to His Highness that two persons, one from him and one from me, should visit Sitaram, and intimate to him that he must suspend all intercourse with his agents at Poona under pain of forfeiting by his first act to the contrary all future consideration and favour from his own Government or that of the Company.

6. Fatesing strongly objected to the mode I mentioned, and argued that Sitaram would most assuredly avail himself, as he had embarked so far in his intrigues, of the opportunity for retreating from his control, and more deeply injuring the Gaikwad Government by his own personal exertions or those of his near relatives now in Baroda. Supposing I might probably have some scruples respecting the treaty, wherein is an article about Raoba and his posterity, it was referred to by His Highness, and the article read to me, to allow him [Fatesing] an opportunity of doing away any apprehensions that I might retain [that] by a compliance with His Highness's wishes, in adopting more rigorous steps with Sitaram, I might depart from the stipulations in favour of Raoji.

7. I assured His Highness that my object in recommending a mild course of proceeding with Sitaram was not produced from any restriction, I considered myself under by the article alluded to; and bearing in mind the tenor of the Chief Secretary's dispatch of the 30th of last June, I told him that my Government was not disposed to interfere in sheltering any subject of His Highness's Government from his just resentment, if the improper conduct, with which he was charged, should be established.

8. Urged to this declaration by the strenuous determination of His Highness to allow me no good reasons for Sitaram being still left the master of his own conduct, I yielded to Fatesing's desire that his guard should be placed over Sitaram's house. He acceded to my

desire the moment he found that I admitted the advisability of restraining Sitaram, and promised that, beyond the caution absolutely necessary for State purposes, Sitaram and his family would receive every indulgence. But added His Highness: "What dependence can I have that you will not be interceding in his behalf? In the course of a few days you will be wishing Sitaram free again, and the whole country will be astonished at our new mode of governing." He then requested that I would give him my written acquiescence that he might produce it as proof of my sentiment on making any future solicitations.

Letter from James R. Carnac to Fatesingrao, dated 13th September, 1814.

Under the complicated instances of guilt, confirmed by the letters *Carnac's approval*
Your Highness has produced from your servants at Poona, and considering that my opposition any longer to your earnest desire of restraining Sitaram from the prosecution of his views might become highly detrimental to your Government, I am compelled, whatever my feelings towards Sitaram personally might suggest, to acquiesce in Your Highness's determination of preventing access of any description to Sitaram, except under your sanction.

A resort to this measure will, I trust, be accompanied with every consideration and indulgence to Sitaram and his family, consistent with the desirable object of precluding him or his dependants from maintaining a correspondence with Poona, already so destructive to the interest of the Gaikwad Government, and calculated to inflict deeper [*injury*] on its future prosperity.

In concluding I beg to assure Your Highness that the British Government is by no means disposed to interfere in sheltering any subject of the Gaikwad from the just resentment of his Court, if the improper conduct, with which he is charged, should be established.

Baroda, 11th September, 1814 (1814 S. D. 287)

1814

James R. Carnac to Francis Warden.

High Highness Fatesing sent me a letter from Gangadhar Shastri, *Sitaram's guilt*
received this morning. I submit copy and translate of it for the information of the Government. I beg also to forward the original and translate of an intercepted letter from Bombay. It mentions the proceedings on behalf of Sitaram at Poona; and from the language and style, seems to me to be written by a Parsi, and one of respectability from the invitation at the conclusion to continue a correspondence.

2. Fatesing has not yet adopted any steps on my letter, a copy of which formed an enclosure to my dispatch of the 14th instant.

No. 1 Letter from Gangadhar Shastri to James R. Carnac.

Having made inquiries regarding what I wrote of Govindrao Banduji having given a memorandum to Shrimant (Peshwa), I have *Sitaram's letters to Poona*
ascertained that it relates to the agreement of Raoji Appaji with the Company. The reason is to let the sardar (Peshwa) know that this was the settlement, and how he (Sitaram) is now situated. Trimbakji

(Danglia) sent this paper to Shrimant. During the month of Ramzan three letters came from Baroda. Govindrao Banduji gave them to Trimbakji, who delivered them to Shrimant. He (the Peshwa) gave a letter to the address of Sitaram, which Trimbakji delivered to Govindrao Banduji and warned him to send it with great care, that it might reach him (Sitaram) in safety. He (Trimbakji) asked by whom the letter would be sent; to which Banduji replied that there was a khidmatgar of Sitaram's with him, to whose charge he would give the letter, and that he would take care to deliver it.

This I have heard, but it is true. Do you inquire and make proper arrangement. It appears to me that Shrimant Peshwa will speak to the English on the article regarding "generation to generation."

No. 2. Translation of an intercepted letter, which P. writes to Sitaram, dated 25th August, 1814.

My letter to you is this: that since the time of your brother the Diwanji coming to Bombay, from that time I have been in your business. God to this day has done everything good, and there appears in the business hopes, and what little remaining by the will of God will be right. What arrangement I have made in your concerns at Poona, in this you have had every assistance and will continue to have it. Depend upon this. From the letters of your faithful Parsi in Bombay you will have learnt everything from the first; what is doing, you will also learn from his letter.

The Poonawala who is (there) is my friend. He has done your business right; and what remains to be done, he will do rightly; your munim (agent) is at that place (Poona), and from his writing you will have understood everything.

Again beseech Bapu Saheb, that he gives hopes to his great and little Masters (the Raja and Fatesing), and to tell them to open their breast (to speak freely), and in what is just to speak with resolution, to be afraid of nothing, to answer according to what is just, becomes the Master; and the Master is to fear for nothing. Tell in this way according to what is just to speak to the topiwala openly. Your former letter and one of late date have arrived. Look upon this as your house, and unreservedly write letters.

1814 *Bombay, 20th September, 1814 (1814, S. D. 287)*

James R. Carnac to Francis Warden.

Sitaram guarded Subsequent to the completion of my report, dated the 14th instant, I had it in my power to submit to Fatesing the adoption of the proposition of sending persons on his own part and one from myself to urge Sitaram to discontinue his correspondence with Poona. I had cherished great hopes that Sitaram, finding that his own Government and mine could not approve his proceedings, would immediately have consented to the demand, and precluded the necessity of pursuing Fatesing's intention of placing a guard over his house. I am sorry to say that I was disappointed in my expectations as the enclosure will show.

2. The guard [of] Fatesing took its post at Sitaram's residence yesterday afternoon without any disturbance. I beg to report that the escort of honour is withdrawn until further orders from Government.

Lieutenant H. D. Robertson's report to James R. Carnac; dated 19th September, 1814.

I have the honour to acquaint you that at 7 o'clock this morning I received a message from His Highness Fatesing, requesting me to call on him. On obtaining your permission, I proceeded to His Highness's dwelling, where I found several of the members of his Government and two or three sardars. *Deputation to Sitaram*

Fatesing begged me to attend to the instructions I should hear delivered to Mairal Bhan Bapu, sadnavis, Umi Saheb, Raghunathrao Banduji, Chitnis, Raghopat Dada Gorparah, and Vithalpant Karker, the Accountant.

These persons were instructed to proceed to the house of Sitaram Rowji and to demand from that person, in the name of the Gaikwad Government, a renunciation of his correspondence and intercourse with Poona, and to state to him the determination of his Government in case of his non-compliance to use its own means for checking proceedings, which it had deemed, in conjunction with the British Resident, to be injurious to its interest. His Highness requested me to accompany them, that I might intimate your acquiescence in the measures of the Gaikwad Government.

Aware of the resolutions adopted between you and Fatesing at your last interview, I immediately perceived that His Highness had them in view; and I readily assented to accompany the deputation to Sitaram. During its progress to his house, I obtained your concurrence to my visit.

The conversation, as concerted between us, was opened by Mairal Bhan, who delivered the message, with which Fatesing had charged the deputation. Sitaram replied after some reflection that he had not attempted to injure the Gaikwad Government; and suddenly becoming irritated, he demanded the proofs of his guilt. "Can your Government," said he, "produce one document wherein it is stated that I have injured it?" He paused for a reply, when Umin Saheb briefly adverted to the numerous causes of reprehension, which his conduct had brought on his head. They spoke a great deal, but little to the point; Umin charged him with his misdemeanors, which he replied to by prevaricating interrogations.

I then addressed Sitaram, and told him that the object of the present interview was confined to one plain question and answer, that it was the will of his Government that he and his dependants should break off all communication with Poona, and in particular with Banduji; and that he would oblige me by a plain answer whether he was inclined or not to do so. He again replied: "Prove to me by written documents that my intercourse with Poona and Bombay has injured the Government, and I shall immediately give it over." I

Bombay, unless the Gaikwad Government produced to him written proof that it had done harm to its interests. In the course of conversation he frequently remarked that he was innocent, that the sarkar was powerful, that he himself and his family might be blown from guns on the fort: for what could he do? a poor defenceless man, he had no means of resistance or of flight.

Sitaram evinced much sullen pride to the members of the Government deputation, though to me he was more mild and considering. His near relation, Kakaji, was present, but he only joined once in the the conversation. He observed in a satirical way that the Gaikwad Government had no doubt increased its power by restricting the complaints of the poor and beggars. Sitaram once observed that his agents in Poona were occupied in the accomplishment of the same objects as those he retained in Bombay, and it ought to be observed that generally in his answers about the intercourse with Poona he also included that with Bombay.

I revisited Fatesing with the deputation. When the conversations, held with Sitaram, were reported to him, His Highness on my departure requested me to ask your final acquiescence to his guards being immediately placed over Sitaram.

Bombay, 21st September, 1814 (1814, S.D. 287)

1814

S. Babington to M. Elphinstone

By the first letter received from Captain Carnac on this subject, *Secret* dated the 17th of last month, it appears that, in consequence of a *letters* desire expressed by Fatesing Gaikwad, he had visited His Highness on the preceding day, when the latter informed him of a discovery, which had been made by the interception of a correspondence carried on under cover to Hari Bhakti, now in confinement in Baroda, between a man employed in Bombay by Sitaram Raoji and others of his adherents, of the intrigues in which Sitaram had before been suspected of being engaged, of a tendency injurious to the interests of that State.

On the 19th, 20th, 21st, 23rd, and 27th of August the Resident at Baroda forwarded for the information of Government a series of further intercepted letters and papers, relating to the proceedings of Banduji at Poona. From these documents you will perceive the proceedings of Sitaram have assumed a very different appearance, as it would be found by them that he had instructed Banduji to obstruct as much as possible the negotiations of Gangadhar Shastri, and he even desired him to outbid the Shastri in his offers to pay the Peshwa's arrears and to offer the latter a fixed annual payment, provided he (Sitaram) was reinstated in his former power and office. From the memorandum also of a conversation held with His Highness Anandrao, which forms the enclosure No. 1 to the dispatch of the 21st, it will be seen that three letters for Poona have been obtained from the Raja, one addressed to the Peshwa, one to the Sadashiv Mankeshwar, and the third to a Cursetji Mody.

9. The insight, which has been obtained by this means from the intercepted correspondence, has removed from the mind of the

Governor-in-Council the doubts which were entertained of the propriety of resorting to measures affecting Sitaram's personal liberty, and he has in consequence instructed the Resident at Baroda to explain to the authorities at that place that this Government has no longer any desire to interfere with the steps, which they may deem necessary to pursue, in order to place that degree of restraint upon Sitaram, which may effectually deprive him of the means of committing further acts detrimental to the interests of the Gaikwad State, although it was hoped that as little personal violence might be offered to him as might be consistent with the attainment of that object.

By a dispatch, which has recently been received from the Resident at Baroda, dated the 5th of this month, it appears that His Highness Anandrao the Raja, of whose weakness Sitaram and his adherents have taken advantage, had intended on the morning of the 3rd to quit Baroda and proceed to Poona, but precautions were taken by Captain Carnac in conjunction with Fatesing to prevent the measure from being carried into execution.

12. By this opportunity some further intercepted letters were forwarded to Government, copies of which as bearing relation to your late proceedings I have been instructed to transmit to you. You will observe by these documents that there is but too much reason to apprehend that the agents of Sitaram at this place succeeded in obtaining information from people employed in the Public Offices of Government on subjects connected with the affairs of the Gaikwad State, although it has not been possible as yet to discover who the persons are who have afforded the intelligence.

1814 *Bombay, 30th September 1814 (1814, S.D. 287)*

S. Babington to James R. Carnac.

*Bombay
leakages*

I am instructed by the Right Hon'ble the Governor-in-Council to acknowledge the receipt of your dispatches, transmitting the copies and translations of further intercepted letters from Sitaram's adherents in Bombay, tending to establish that intelligence has been secretly obtained from the Public Offices of Government of the circumstances, which have lately occurred at Poona, connected with the renewal of the farm of Ahmadabad as well as of the proceedings of Government regarding Sitaram himself.

1814 *Bombay, 5th October, 1814 (1814, S.D. 287)*

At a Consultation.

Lieutenant Colonel Urquhart's letter, dated 5th October.

*Urquhart's
defence*

Letter from Lieut-Col. Urquhart in reply to the accusation contained in the correspondence of the Resident at Baroda, regarding the intrigues of Sitaram "that he had given great assurance to Sitaram," stating that he merely translated an order of Government for Sitaram at his request and told him that, if the Government should ask him for information regarding his situation, he would afford it.

1814 *Bombay, 12th October, 1814 (1814, S.D. 288).*

Francis Warden to Sir Evan Nepean.

*Narayan's
lapse*

Out of three native servants in whom I have been accustomed thus to confide, and who are constantly employed under my immediate

control and superintendence, Narayan Shrirangji, from his talents and intelligence, could alone, I was persuaded, have communicated the information detailed in the intercepted correspondence. Narayan, I accordingly summoned to the office early on the morning of the 8th.

I informed him that the Government had intercepted some letters from Mahipatrao to Sitaram Raoji, in which mention was made of my having called for a particular document, to which he alone could have been privy. I perfectly recalled directing him to bring me the decennial engagements with the Kathiawar Chieftains (and not the treaty of Bassein as stated in those letters), and pressed that particular fact on his mind; that he had communicated the date on which a particular but unimportant letter from Poona had been received and its contents; that he had divulged the offer which the Resident at Baroda proposed should be made as a compromise of the pecuniary claims of the Peshwa on the Gaikwad; and that he had promised to obtain a copy of a minute of late Mr. Duncan regarding Sitaram; but that he had experienced some difficulties in effecting it.

5. In the course of the accusations Narayan became extremely agitated; perspiration flowed from his face; he repeatedly staggered and twice sunk from faintness and trepidation. He placed his turban at my feet and acknowledged he had given the whole of that information to Mahipatrao. I urged him to make a full disclosure of those in the office who were in any degree connected with him in these proceedings, of the extent of his communications, of the date of their commencement, and of the means to which Mahipatrao had recourse to corrupt his integrity, upon which I had for so many years placed so much reliance, and on the faith of which he had experienced so many proofs of my particular favour and protection. He appeared much affected by this appeal to his feelings and protested that he stood alone and unassisted in these transactions; that what I had detailed, had been the extent of his communications; that the latter end of July or about Coconut Day he had commenced his intercourse with Mahipatrao; and that he had received from him the sum of 500 Rupees for his services, and besought my pardon and commiseration for himself and his family. I lost no time in acquainting you, Hon'ble Sir, with the discovery I had made; and before I quitted Bombay, discharged Narayan from the office.

Bombay orders.

The Right Hon'ble the Governor-in-Council approve of the dismissal of Narayan Shrirangji, which, it is hoped, will operate as an example and deter others from committing a similar breach of confidence in future. *Approval*

Ordered further as a proper punishment that an advertisement be published in the Council, pronouncing Narayan Shrirangji to have forfeited every claim to public consideration, and prohibiting his future employment in any situation or in any public office under the Government, to be issued from the Public Department.

1814 *Baroda 17th October, 1814, (1814, S. D. 288)*

James R. Carnac to Francis Warden.

Accusing Urquhart [Urquhart was blamed for not having reported to Carnac his proceedings with Sitaram, a serious neglect of his official duty. This made it impossible for Carnac in future to trust the man.]

Bombay order

Ordered that Lieutenant-Colonel Urquhart be informed that under all the existing circumstances the Right Hon'ble the Governors-in-Council is of opinion that his resuming the exercise of these duties under the Resident at Baroda would not be attended with advantage to the public service; and he has in consequence directed Captain Carnac to select another officer for the performance of the duties, which have heretofore been confided to him in the fort and pura of Baroda.

1815 *Poona, 9th February, 1815 (1815, P. D. 419)*

Mountstuart Elphinstone to Francis Warden.

Arrival of Bhagvantrao A relation of His Highness Anandrao's, named Bhagvantrao Gaikwad, has lately made his appearance at this place and renewed the intrigues which were before supposed to have been occasioned by Sitaram. He came on pretence of a pilgrimage and brought letters to Gangadhar Shastri, who recommended him not to come to Poona. Bhagvantrao pretended to have no desire to come, but nevertheless repaired hither immediately and opened a communication with the Peshwa's Government.

His Highness the Peshwa on this, sent a message to me intimating his intention of receiving a visit which Bhagvantrao proposed to pay to him; but I objected on the ground that Bhagvantrao had not been introduced by the Gaikwad's wakil, as he ought to have been, had he come with the concurrence of his own Government. The Peshwa on this stated that Bhagvantrao had letters from Anandrao Gaikwad and Fatesingrao, that he was accompanied by confidential servants of the Gaikwad, and was charged with complaints of the degraded condition of the Government and of the tyranny of Gangadhar Shastri. At my next visit His Highness proposed that I should have a meeting with three or four of his principal Ministers to hear Bhagvantrao's story, examine his credentials and decide on the authenticity of his mission. This I declined to do on the ground that I had no authority to carry on inquiries into the Gaikwad's domestic administration, and the Peshwa dropped the subject for the time, referring me to the Minister for a full statement of his sentiments.

The Minister accordingly opened the subject last night by proposing in very moderate terms that I should satisfy myself of the truth of falsehood of Bhagvantrao's story by hearing what he had to say and examining the documents he wished to produce. I said that the proposal appeared reasonable at first sight, and I had no doubt the result of such an inquiry as was required would be quite satisfactory; but it was to the principle of His Highness's interference in the Gaikwad's domestic affairs that I objected, and on that ground I must still declare against this investigation. Much argument passed!

on this subject in the same strain that I have formerly detailed, the Peshwa's Minister pretending that the Gaikwad was His Highness's subject and servant, and I maintaining that since the treaty of Bassain at least he owes tribute and service to the Peshwa, but was entirely independent in his internal administration.

Baroda. 12th February, 1815 (1815, P.D. 419)

1815

James R. Carnac to Francis Warden.

In a recent interview with His Highness Fatesing I was informed of some proceedings at Poona, which appear to have excited considerable attention at this Darbar. I am commissioned to solicit that the Hon'ble the Governor-in-Council will be pleased to take such measures as may seem expedient effectually to check the mischievous intrigues of Govindrao Banduji. *Banduji & Bhagvantrao*

The means, taken by Banduji in the present instance, are not insignificant, while they illustrate his animosity to this State and fully justify the severe resentment of Fatesing. An illegitimate son of the late Raja Govindrao Gaikwad, named Bhagvantrao, having recovered from a violent illness, was allowed by this Government to proceed to the Deccan on a pilgrimage. On his reaching the neighbourhood of Poona, Banduji enticed him to have an interview with Trimbak Danglia, which was followed by his going to that capital. After the lapse of a few days Bhagvantrao had a meeting with His Highness the Peshwa, where it is understood that, at the instigation of Banduji, he declared himself possessed of letters from the Gaikwad Government. The Peshwa received him with attention and presented him with an honorary dress.

The intrigues, set on foot by the agency of Bhagvantrao, in their most moderate operation, are calculated to protract the pending negotiations and will excite uneasiness at Baroda, from circumstances arising out of the peculiar situation of that young man. Every exertion was made by his father, immediately before his demise, to place this illegitimate son on the gadi, and nothing but the poverty of his own understanding prevented the accession of Bhagvantrao at that period. He has since lived in the enjoyment of the most liberal allowance of 12,000 Rupees per annum with the senior wife of the late Raja, named Gahenabai, and been adopted by this lady.

I have every reason to believe that the project of Bhagvantrao Gaikwad going to Poona has been with the knowledge and connivance of Gahenabai and Sitaram, from the connection which has long subsisted between them.

Bombay Castle, 19th February, 1815 (1815, P.D. 419)

1815

Francis Warden to James R. Carnac.

Before the receipt of your dispatch on this subject [Bhagvantrao], a letter had been received from Mr. Elphinstone, detailing all the circumstances which had passed as well as his proceedings on the occasion. *Conduct of Bhagvantrao*

It will appear by Mr. Elphinstone's letter, above referred to, that an assertion has been made of Bhagvantrao's having been charged

not only with a letter from Anandrao Gaikwad, but with one from Fatesing to the Peshwa, containing complaints of the degraded condition of the Gaikwad Government and of the tyranny of Gangadhar Shastri.

The Governor-in-Council cannot for a moment believe that His Highness Fatesing can have been a party in a transaction of this nature. But, notwithstanding this opinion, he thinks it due to His Highness's situation and character that you should communicate to him the statement contained in Mr. Elphinstone's letter, and call upon His Highness to disavow under such an authentic form, as can be made use of at the Poona Darbar, the discreditable proceeding with which he has been charged.

It has been long the opinion of the Governor-in-Council that no satisfactory results could be contemplated from the further countenance of Gangadhar Shastri at Poona, from the decided aversion which His Highness the Peshwa has manifested to any intercourse with the Shastri; and as the extensive establishment of this mission must be attended with great expense, very inconvenient to be incurred by the Baroda Government in the present state of its finances, it would appear advisable that you should submit to Fatesing the propriety of His Highness's directing that the return of the Shastri should be no longer procrastinated.

1815 *Poona, 19th February, 1815 (1815, P. D. 420).*

Mountstuart Elphinstone to Francis Warden.

*Peshwa &
Bhagvant*

I had the honour of mentioning on a former occasion that a person named Bhagvantrao Gaikwad had appeared at this place and begun an intrigue against the Government of Baroda. His Highness the Peshwa however had promised not to see him without previous consultation with me.

I was therefore much surprised to learn that His Highness the Peshwa had allowed Bhagvantrao to be presented to him in a very full Darbar on the occasion of the festival of Basant Panchami in the presence of Gangadhar Shastri and Bapu Mairal. Next morning I received a message from His Highness the Peshwa, stating that Bhagvantrao's appearance had not been sanctioned by His Highness, and on the same day I received accounts of his having paid a visit of ceremony to the Minister.

I therefore took the earliest opportunity of paying a visit to the Minister, which took place last night. I began by pointing out the little regard that had been paid to the Peshwa's promise and the insecurity in which everything depending on the good faith of His Highness's Court had in consequence been placed; and then proceeded to say that, as His Highness had resolved by so decided a step to call off all discussion on the policy he had adopted towards the Gaikwad, it only remained for me to acquaint him with the necessary consequences of the measures he was pursuing. I said I had before applied to His Highness to permit the Shastri to take his leave, and that I must now insist on it, as his longer stay at Poona would be

degrading to his own Government and not honourable to ours. I said the British Government had prevailed on the Gaikwad to send a person in his confidence to adjust the Peshwa's claims on him, and that the advantage, which the Peshwa had taken of this act of justice and goodwill on the Gaikwad's part, was to dispute his title to his dominions, to affront the Minister and to endeavour to stir up dissensions in his own family. After that I said that His Highness could not expect that the Gaikwad would allow his Minister to remain, or that we should wish him to do so. All hope of a friendly adjustment was therefore at an end, and the Peshwa's hopes of recovering his demands must rest on the arbitration of the British Government. If, as His Highness alleged, he had a right to appoint the Gaikwad's ministers and even to displace the Gaikwad himself, it was obvious that no award would be acted on that was agreeable to His Highness. It would indeed be absurd for a third Power to settle His Highness's right to demand a part of the Gaikwad resources, when it admitted that he was entitled at any time to deprive him of the whole. It was therefore actually out of the power of the British Government to undertake the arbitration while His Highness maintained his present pretensions. But, even if there was no incompatibility between his pretensions and our arbitration, it would still be most unreasonable to expect that we should act on an article of agreement which His Highness had violated or at least had declared his intentions of rendering nugatory. His Highness must therefore expect no assistance from the British Government in realising his pecuniary claims on the Gaikwad until he had given up his pretensions to the absolute dominion of Gnjarat.

Bombay, 28th February, 1815 (1815, P. D. 420)

1815

Ser Evan Nepean to the Governor-General.

We have received a letter from the Resident at Poona, dated 19th instant, by which we are concerned to find that, notwithstanding the promise which His Highness the Peshwa had given to Mr. Elphinstone that he would hold no communication with Bhagvantrao without his knowledge, Bhagvantrao had actually been admitted at a full Darbar and had been allowed to pay a formal visit of ceremony to the Minister. *Calcutta informed*

9. Your Lordship will observe that Mr. Elphinstone, in consequence of these circumstances, had thought it necessary to demand an audience of the Minister; and he distinctly apprised him of the necessity of Gangadhar Shastri's quitting Poona as also of the impossibility of the British Government taking any further interest in the adjustment of the Peshwa's claims upon the Gaikwad, until His Highness should withdraw his pretensions to a right of interference in the internal affairs of that Government, which, if ever possessed, he had clearly relinquished under the treaty of Bassein.

Bombay, 28th February, 1815 (1815, P. D. 420)

1815

Francis Warden to Mountstuart Elphinstone.

The Governor-in-Council could hardly have supposed that His Highness would have so far departed from the course of proceeding, *Bombay policy*

which had been agreed upon, as to have permitted the presentation of Bhagvantrao at his Darbar, or have claimed a right of interference in the internal administration of the Baroda Government. But, since His Highness has thought fit to put this question to issue, the Governor-in-Council is decidedly of opinion that this pretension should be steadily resisted.

The Governor-in-Council is decidedly of opinion that Gangadhar Shastri ought without delay to leave the Court of Poona.

1815 *Baroda, 11th March, 1815 (1815, P.D. 420)*

Letters forwarded to Bombay by Carnac

No. 1 Translate of a letter from Fatesingrao Gaikwad to Captain James Rivett Carnac, Resident at Baroda, dated 29th Rabial-awal.

Fatesing's denial That at your visit to me, on receiving letters from Bombay, you explained the whole of Bhagvantrao Gaikwad's assertions and proceedings at Poona. The answers that in good faith were required from me, I gave. But you also mentioned that a letter to that effect (disavowing them) was requisite, and at which I was much surprised. The custom or manner of our verbal communications being so clear and explicit, I deemed the demand of a letter improper. However conscious of the truth of my declaration, I write this that Bhagvantrao Gaikwad obtained permission on account of ill health to visit the deity of his family in the Deccan, and for his assistance or convenience a letter was given him to Gangadhar Krishna, Mutalik, superintending the affairs of the sarkar at Poona. Otherwise that he should either go to Poona or speak to any person regarding the concerns of the sarkar, was certainly neither secretly nor in any way whatever authorised from this [place]. Nor was a letter given him to any (other) one.

To the manifest injury of his discretion or sense, however, he contracted an acquaintance with Govindrao Vishwanak, and having met Danglia at Alandi, went to Poona, where he made those assertions, which, as soon as they were known, I with confidence informed you of.

This sarkar has no participation in it whatever. Lastly as the zeal and services of Gangadhar Krishna, Mutalik, are well known to me, I have appointed him to conduct my affairs.

No. 2. Translate of a letter from Anandrao Gaikwad Senakhaskhel Samsher Bahadur to Bhagvantrao Gaikwad, dated 9th Rabial-awal, 1230.

Orders to Bhagwant You went from hence on a pilgrimage to Shri Kula Swami, for which purpose you obtained the permission of your Government. On the above pretence you have proceeded to Alandi, and have entered at that place through the means of Banduji into a communication with Trimbakji Danglia, by whose entreaties you have gone to Poona, where you have had a meeting with the Peshwa. Your proceedings at that Court have given me a great deal of surprise; and what occasion is there for such? What schemes are you revolving? Know that I am acquainted with all your transactions there. You must therefore

immediately on the receipt of this letter return to Baroda. Send an answer.

Bombay minutes, 21st March.

Resolved that the original letters of Fatesing [and Anandrao] *Orders* with their translation be forwarded to the Resident at Poona; by which he will be enabled to satisfy the Peshwa of the imposition which has been practised on His Highness by Bhagvantrao and the channel through which all the recent intrigues at Poona have been conducted.

Bombay, 24th August, 1815 (1815, S.D. 291)

Resolutions.

The measure which appears advisable under any circumstances *Sitaram* to adopt is the immediate removal of Sitaram Raoji from Baroda.¹

Baroda, 29th August, 1815 (1815 S. D. 291)

1815

James R. Carnac to Francis Warden.

5. I have now honour to report that His Highness Fatesing and myself have obtained undoubted intelligence that the Raja [Anandrao] *Anandrao & Sitaram* had written a letter, not yet dispatched, to Banduji at Poona, the agent of Sitaram, acknowledging the receipt of his letter, and desiring him to make arrangements speedily. We conclude that these arrangements allude to Sitaram's restoration to power by any means, an object which has been so assiduously pursued at Poona by Banduji, and for the communication of it, there is reason to suspect the Shastri has been murdered.

7. I am concerned to notice that, although Sitaram is in confinement to his house, his partisans have not been idle in disseminating opinions calculating to awe people into an inclination to his interests. Banduji is reported to be carrying the object with the Peshwa, since the Shastri was removed by assassination; and it has even been impudently stated that Sitaram does not want the aid of powerful English friends and the Presidency, when a fair opportunity is presented for the exertion of their influence.

8. However preposterous such sentiments must appear to those persons acquainted with the rectitude of the British Government, a combination of circumstances of the nature now operating will stagger the minds of men of more intelligence than are to be found in a native Government. Accustomed to the sway of individuals only, they look with apprehension and doubt at events and appearances; and Sitaram's friends have certainly not been inattentive to the influence of such propensities.

9. After these general observations I should not conceal from Government my own opinion that in the present state of suspense and the vicinage of a body of troops to the borders of Gujarat, known to

1. This measure was suggested, because it was feared that the Peshwa would refuse to apprehend Trimbakji Danglia, Banduji and Bhagvantrao. Such a refusal would have entailed a rupture with the Poona government and the opening of hostilities. In such an eventuality Sitaram might prove a dangerous person. [1815, S.D. 291. Bombay resolution, 24th August, 1815].

be under the direction of Sitaramj added to our knowledge of his proceedings subsequent to the atrocious murder of Gangadhar Shastri, many respectable persons, from a natural bias to their future interests, hold back for an issue to such forebodings; while those who may be termed Sitaram's party, and look with avidity to a return of his prodigal administration,—among whom many of the ladies of the Gaikwad family may be numbered, especially Takhatabai and Gahenahai, the latter, the same person who provided Bhagwantrao Gaikwad with the means of going to Poona—*are using their best endeavours to work a revolution in his favour.*

1815 *Baroda, 30th August, 1815 (1815, S. & P. D. 291)*

James R. Carnac to Francis Warden.

*Letter
intercepted*

In my letter dated yesterday I had the honour to apprise you that intelligence had been obtained of the Raja having written a letter to Govindrao Banduji at Poona. This letter has been conveyed into the hands of Fatesing, who, having opened and perused it, requested me to receive charge of it, and in the course of this day to see the Raja with a view of ascertaining the interior proceedings of Banduji and the contents of the letter mentioned to have been received from this man in the Raja's communication.

No. 1. Translation of a letter from His Highness Anandrao Gaikwad to Govindrao Banduji, dated 21st Ramzan, 1230.

*Anandrao's
letter*

You have been absent from Vaishak Vad 12th last to this period, and in the name of our forefathers or ancestors, and have conducted all affairs consistently with your word and agreement; and to this time dependence is placed in you. Your letter of the 7th Shravan-Sudh has been received. Banduji, you are faithful to the sarkar, you are acquainted with the state of affairs here, and reliance is placed on you; you are observed to be of a good disposition, and in every matter you have our confidence.

That signifies a common report; we put trust in you; others are of our house, but you and Sitaram are the safeguards and preservers of our personal safety; therefore what matters the intentions of either; you have seen the mode of management here, and when you have performed your duty, all will be known to you.

(There is something mysterious in the application, of the following sentence). At the time of the Diwan's departure I heard different kinds of news from Mairal Bhau's party; but you are there in time, and did what was very right, of this your heart and mine are witnesses. Shravan Sudh 3rd or 4th a pair of kasids were sent; do you show a letter to Gokhle and Ramaehandra Bapu, etc., and make them acquainted with the circumstances; but you are the first to write an answer to this, very privately. Banduji, we are very poor at present; but when you come, everything will be settled.

(Part of the following lines written in the Raja's own hand cannot be made out.) There are plenty of friends here, therefore continue to do everything from your heart. The whole mandal have confidence in you; understand.

Baroda, 1st September, 1815 (1815, S. D. 291) 997

1815

James R. Carnac to F. Warden.

The friends, which Sitaram possesses among the members of the Gaikwad family, some of whom feel an attachment for him from motives of gratitude to the late Minister Raoba (his adopted father), while others have largely experienced his favours during his prodigal management of the affairs of the Gaikwad, will take alarm at the measure of his being removed into the charge of the British Government, and leave no means untried to infuse suspicion into the mind of Fatesing, or influence his pride by representing the indecency of giving over to a foreign Power the head of a family, who have rendered in former times substantial services to the state. *Sitaram's future*

It would not be unnatural for Fatesing to pause on such plausible reasonings, and even to consider his own reputation at stake by an acquiescence of my demand.

As the removal of Sitaram is indispensable for the security of the public interests and paramount to any claims which his family might possess on the indulgence of Fatesing, and considering that His Highness has always professed a dislike to Sitaram personally, I should hope that any objections of the nature, which I contemplate from the influence of others, will produce but a temporary effect.

Bombay, 2nd September, 1815 (1815, S. D. 291)

1815

Bombay minutes.

We are sorry to perceive that obstacles are likely to be opposed to the removal of Sitaram, a circumstance which appears the more extra-ordinary when Fatesing must be convinced that, while Sitaram remains at Baroda, he will not discontinue his intrigues, but will constantly disturb the tranquillity of his government. *Sitaram's removal*

Bombay, 11th September, 1815 (1815, S. D. 291)

1815

Francis Warden to James R. Carnac.

I am instructed to acknowledge the receipt of your dispatch regarding the letter which had been obtained from Anandrao Gaikwad addressed to Govindrao Bandnji and to acquaint you that, while Anandrao is allowed to exercise authorities of this nature without the knowledge of Fatesing, it will be impossible for His Highness to carry on the duties of the State, or to preserve its relations with the British Government, and that, seeing the danger to be apprehended from the further exercise of such powers, the Governor-in-Council has felt it his duty to state to the Governor-General his opinion of the necessity of placing the Raja under positive restraint and of preventing Takhtabai and those by whom his recent proceedings have been influenced, from approaching him. *Watch on Anandrao*

Until this Government has been furnished with the commands of the Governor-General on those suggestions, it will be incumbent on you to concert such measures with Fatesing as may preclude the possibility of Anandrao's continuing his communications with Sitaram or with Govindrao Bandnji and Bhagyvantrao Gaikwad at Poona, and

for placing in confinement any persons who may be found assisting in the maintenance of the correspondence between them.

1815 *Baroda, 20th September, 1815 (1815, S.D. 292)*

James R. Carnac to F. Warden.

*Sitaram's
removal to
Surat*

When Carnac proposed that Sitaram should be removed to Surat, he was told that Fatesing was opposed to such a measure, "which was repulsive to the Fatesing and discreditable to the Gaikwad Government." Carnac was also informed "that the ladies of the Gaikwad family had collectively spoken to Fatesing of the dishonour of surrendering the adopted son of Raoha, whose exertions and fidelity in the time of danger had been the means of placing the late Govindrao on the gadi of Baroda and securing to his children the enjoyments which were now held by Fatesing; they represented also that Sitaram's own father had been killed while fighting in the service of the Gaikwad." In Carnac's opinion, "These appeals, suggested probably by Sitaram's friends, produced a considerable influence." It was proposed by Fatesing's Minister "that Sitaram, instead of being removed to Surat, should be thrown into confinement in anyone of the dependent forts of this Government which I [Carnac] might select." Fatesing proved adamant: "He could certainly not consent to the removal of Sitaram to Surat, until his feelings on the subject had been referred to Bombay." Carnac observed: "In any intercourse that I have had with His Highness, I have never experienced the reluctance he betrayed to my present proposal; and I am sorry to add it was not in my power to divert him from the reference which he desired me to make to the Right Hon'ble the Governor-in-Council.

1815 *Patna, 20th September, 1815 (1815, S. D. 292).*

The Governor-General to Sir Evan Nepean.

Sitaram

The proposed removal of Sitaram Raoji from Baroda and his confinement at Surat, with the concurrence of the Gaikwad's Government, are measures equally justified and required in the present circumstances and have received my entire approbation.

1815 *Baroda, 29th September, 1815 (1815, S. D. 292).*

James R. Carnac to Francis Warden.

*Fatesing's
proposal*

I have had opportunities to resume with His Highness Fatesing the subject of removing Sitaram Raoji from Gujarat; and I request you will have the goodness to inform the Right Hon'ble the Governor-in-Council that His Highness has proposed that Sitaram should be allowed to retire to Benares on a respectable pension, in consideration of the services of his late father, Raoji Appaji, provided nothing is disclosed in any inquiries, which may be instituted at Poona, which may implicate Sitaram in the murder of Gangadhar Shastri.

In the belief that the adoption of this course will prove most acceptable to the Gaikwad family, and as it effectually precludes the recurrence of the destructive intrigues of Sitaram since his exclusion from office, I take the liberty of submitting Fatesing's proposal to the attention of Government.

Bombay, 30th September, 1815 (1815, S.D. 292)

1815

Francis Warden to Captain J. R. Carnac.

I am instructed to inform you that the important subject of the *Directions* disposal of Sitaram under the objections, which have been urged by His Highness to the measure proposed, will undergo a deliberate consideration, and that you will shortly be apprised of the determination of Government. In the meanwhile it will be satisfactory to you to know that under existing circumstances the Governor-in-Council approves of your having yielded to the wishes of Fatesing on the occasion, whose inclinations this Government will always be desirous of consulting, whenever it can be done without detriment to the general interests of the alliance.

Bombay Castle, 18th October, 1815 (1815 S.D. 292.)

1815

Francis Warden to James R. Carnac.

I have now the honour to communicate to you the sentiments and *Sitaram's* determination of the Right Hon'ble the Governor-in-Council on the *case* important subject to which your letter of the 20th ultimo relates.

The Governor-in-Council, deeming it of importance that the measures to be pursued with respect to the disposal of Sitaram Raoji, under the reluctance evinced by His Highness Fatesing to consent to his removal beyond the limits of the Gaikwad territories, should undergo the most serious consideration, has had reference to the whole of the proceedings on record connected with the conduct of Sitaram; and as it is essential that you should be put in possession of the grounds on which his opinions have been founded, I am instructed to furnish you with the following recapitulation of the circumstances tending to substantiate the criminality of Sitaram's proceedings.

It will not be necessary in this place to revert to the events which led to the removal of Sitaram from the exercise of the function of the office of Diwan of the Baroda Government; for, although they sufficiently establish his incapacity to exercise the duties of that important situation in times of difficulty, they were not of a nature either to demand the infliction of any punishment upon him, or to render his continuance at large, within the Gaikwad capital, dangerous to the interests of that State. It was indeed even contemplated that Sitaram might be allowed to resume the exercise of the office, after the reforms in the Baroda Government should have been effected.

The occurrences, to which the attention of Government has been particularly called regarding the subsequent conduct of Sitaram Raoji, had their origin in the deputation of Govindrao Banduji to Poona at the time of Gangadhar Shastri's proceeding on his mission to the Peshwa's Darbar, the first information of which was received from you in the month of February 1814. At that early period no doubt appeared to rest in your mind that Banduji was a servant of Sitaram, and that his design was to counteract and defeat the objects of the mission of Gangadhar Shastri. You also conceived there was little doubt that the objections, at one time manifested to receive the Shastri as a public functionary from the Gaikwad Government, had been at

Banduji's instigation only, and this appeared the more probable as such objections were not urged, when it was known long ago that the Shastri was about to proceed to Poona, but had been brought forward subsequent to Banduji's reaching the Peshwa's Court.

The intrigues of Govindrao Banduji at Poona to counteract the views of the Administration at Baroda, were soon discovered by the Resident at Poona, who, on the 25th of June, 1814, represented that Banduji had had secret meetings with the Minister, and had presented a letter purporting to be from Fatesing to the Peshwa, disavowing the Shastri's mission, lamenting at the same time that ascendancy acquired by that Minister in the Gaikwad State, and entreating the Peshwa's aid in releasing him from the thralldom in which he was kept by the influence complained of.

In another letter from you, of the above mentioned date, you had again occasion to advert to the proceedings of Banduji, and reported that, as there was reason to believe that Banduji was formally authorised to communicate with the Poona Darbar on behalf of Sitaram, you had called upon the latter to declare whether Banduji had his authority for the proceedings in question.

Sitaram did not, as it appears, hesitate to assent that he had never authorised Banduji by word or in writing to visit Poona on his concerns, and that he no longer recognised the man as his servant, or in any manner connected with him, and he even addressed a letter to Banduji in terms of disapprobation of his having assumed his name in support of his unjustifiable conduct, telling Banduji; "The Gaikwad is my Master, and no advantage can result from injuring his negotiations; it is also not fitting that any one of my household should do so. I have neither communicated with you by verbal message nor in writing."

His Highness Fatesing equally disavowed in his communication with Lieutenant Robertson that Banduji was acting under his authority, and declares the letters, delivered at Poona, to be forgeries. His Highness at the same time expressed himself well satisfied with the conduct of Gangadhar Shastri, and requested that the surrender of Banduji's person might be demanded from the Peshwa.

The part of the subject to which it is requisite your attention should next be directed, is the discovery, which was made of Sitaram Raoji having been carrying on a secret correspondence with a man he had deputed to Bombay, named Hafiz Muhammad Dawood. The correspondence which was intercepted on that occasion, and particularly the letters of Hafiz Muhammad Dawood to Mirza Ghulam Husain Beg satisfactorily evinced that attempts were making to obtain a written permission from Anandrao Gaikwad that hopes were entertained of being able by means of bribery and of private influence with the Government to obtain Sitaram's restoration to power, and that Takhatabai was the person through whom it was designed to influence the mind of the Raja.

By means of the inquiries, which were in consequence instituted at Baroda, it was afterwards ascertained that Sitaram had clandestinely

obtained a letter from Anandrao Gaikwad; and on being called upon to explain his conduct, Sitaram stated in writing that he thought it proper to let the sarkar know his distresses and to effect his arrangement, for which reason, to Poona and Bombay, where he had been in the habits from formerly of maintaining a correspondence, he had been writing.

In explanation of his having obtained the letter from the Raja, he observed: "My views in this are that the two sarkars are great, and the friends of the sarkar (Gaikwad); therefore what is asked for its advantage, is proper. If it is asked: To whom I am to speak, I answer that there is no new channel of communication, with both sarkars my karkuns and others have been in the habits of communicating. These people will have been acting with the Darbar according to its inclinations and in view to their ends".

The karkuns of Sitaram also being asked to explain their Master's conduct replied, that it was no intrigue for a man to benefit his own individual interests; nor was it viewed in that light by Sitaram. In addition to the foregoing circumstances, Sitaram afterwards acknowledged in writing that he had obtained the letter from Anandrao and had dispatched it. That indeed he had written it, and that it treated of the harm done to his (Sitaram's) affairs, and that it was his (the Raja's) pleasure according to the tenor of engagements to employ him in future.

With regard to the employment of Govindrao Banduji, Sitaram (notwithstanding his former assertions) explained that Banduji from troubles left this place for his own house, that he did not send him for this business; but according to the times, from his knowledge of former events and from his being employed as a vakil Shrimant Peshwa's sarkar, having recollected him and called him, it was necessary for him to state the true state of things. In regard to his letter, that Banduji is not of his party, and that he has no train of negotiation with the Peshwa's sarkar, true he has none beyond what he has always kept up.

By your letter of the 20th of August, 1814, it appeared that you had received a report of Sitaram having some days before dispatched a man, named Malba to bring a party of the Dhar troops (then making the mulukgiri collection at Lunawada) to Baroda; but this scheme was probably deemed too hazardous to be put into execution.

On your visiting His Highness Anandrao on that day, His Highness acknowledged that he had given four letters to Sitaram in a private manner, and without the knowledge of the muharrirs [*clerks*] viz., one to Sadhashiv Mankeshwar, one to Khursetji Mody, and one to the Governor of Bombay. The contents of these letters were to serve Sitaram for the representation of his case, and they had been delivered to a khidmatgar of Sitaram's in Takhatabai's house.

In your private letter to the Governor, of the 27th of August, you stated that you had discovered that Sitaram had twice visited Takhatabai in disguise, that he had increased the number of his personal guard, that he had instructed Banduji at Poona to obstruct by

every possible means the negotiations of the Shastri, and that he had lately desired him to outbid the Shastri in his offers to pay the Peshwa's arrears and to offer His Highness a fixed annual payment, provided he (Sitaram) was restored to power.

In a dispatch dated the 5th of September you further reported that Sitaram had again visited the Raja on the 31st of the preceding month; that Takhatabai had succeeded in obtaining further papers from His Highness; and that the Raja meditated leaving Baroda with the intention of proceeding to Poona.

Amongst the various letters, which were intercepted at Baroda, the most important were those written by Mahipatrao to Sitaram, in one of which, dated the 23rd of August, 1814, he observes: "The Poona news, I have from a Bhat, is that it is in agitation Chintropant Deshmukh to give four erores of Rupees. It will be so settled, he says, but I have no letters, etc. Here all Bhats, Brahmans, all say that the Shastri cannot come back again. This I hear from young and old and every body.

In your private letter to the Governor of the 12th of September you mentioned that letters had come in that day from Poona, which relate so strongly to the intrigues of Sitaram through Banduji and [to] the serious injury sustained to all the negotiations both for Ahmadabad and the other question, that Fatesing was quite impatient to follow some rigorous measure.

When you waited upon His Highness Fatesing on the 14th of September, His Highness expressed his opinion that the lenient measures, recommended by you, had produced bad consequences, and announced his determination to devise some means to preclude the possibility of future injuries to the Gaikwad Government; and His Highness produced letters from the servants at Poona, complaining that Banduji had by his proceedings thwarted every exertion of the Gaikwad Ministers to arrive at a compromise or understanding with the Peshwa or his Ministers. On your proposing that a deputation should wait upon Sitaram and require him to desist from his correspondence with Poona, and that (on his refusing to do so) His Highness's guard should be placed over him, Fatesing, although he acquiesced in the arrangement, remarked: "What dependence can I have that you will not be interceding in his behalf? In the course of a few days you will be wishing Sitaram free again, and the whole country will be astonished at our new mode of governing."

If any further proofs were required of the criminality of Sitaram's intrigues at that period, it would only be necessary to refer to the letter from Gangadhar Shastri, forwarded to Government with your letter of the 18th September, and to the intercepted letter written by P. in Bombay to Sitaram, received at the same time.

The former of these documents states that, having made inquiries what he (the Shastri) wrote of Govindrao Banduji having given a memorandum to Shrimant (Peshwa), he had ascertained that it related

to the agreement of Raoji Appaji with the Company, the reason is to let the sarkar (Peshwa) know that this was the settlement, and how he (Sitaram) is now situated.

That during the month of Ramzan three letters came from Baroda. Govindrao Banduji gave them to Trimbakji, who delivered them to Shrimant. He (The Peshwa) gave a letter to the address of Sitaram, which Trimbakji delivered to Govindrao Banduji, and warned him to send it with great care, that it might reach him (Sitaram) in safety. He (Trimbakji) asked by whom the letter would be sent, when Banduji replied that there was a khidmatgar of Sitaram's with him, to whose charge he would give the letter, and that he would take care to deliver it.

The latter paper mentions that the Poonawala who is (there) is my friend. He has done your business right; and what remains to be done he will do rightly. Munim (agent) is at that place (Poona), and from his writing you will have understood everything.

Your report of the 20th of September furnished the particulars of the deputation sent to Sitaram, who had the effrontery to deny that he had attempted to injure the Gaikwad Government, to assert the right of a subject to dispute the will of the Government, and unequivocally to acknowledge a correspondence with the Peshwa, directly refusing to renounce his intercourse with Poona and Bombay, unless written proof was produced that he had injured the interests of the Gaikwad Government. In consequence of this refusal Fatesing very properly placed the person of Sitaram under restraint.

Although the mischievous effects of Sitaram's intrigues at Poona are too well known to require to be stated in detail, it may not be improper in this place to refer briefly to the dispatches received from the Resident at Poona relating to this particular point.

By Mr. Elphinstone's letter of the 18th of October last it appears that, although it was not deemed advisable to demand the surrender of the Banduji, as suggested by Fatesing, yet that he (Mr. Elphinstone) had taken occasion to explain to the Peshwa that he was aware of that person's proceedings. That His Highness the Peshwa, in reply to this communication, stated that he was at a loss to discover the guilt either of Sitaram or Banduji; that the Gaikwad was his subject, and Sitaram an officer of his appointing; that it was therefore Sitaram's duty to report to His Highness; and that, instead of being blamed for doing so, he would have been culpable had he omitted it.

The Peshwa went on to say that the present was a case where his interference was especially required, as the Gaikwad himself was suffering the most deep oppression, and he offered to produce some of the Gaikwad's officers, who would prove that the present Administration of Baroda was formed entirely by the intrigues of Gangadhar Shastri, and was introduced with the utmost violence to the feeling of Anandrao of both the Gaikwads.

The arrival of this person was publicly announced to Mr. Elphinstone by the Peshwa, who, in stating his intention of

receiving a visit from him, represented that he was the bearer of a letter from Anandrao and Fatesing, and was charged with complaint of the degraded state of the Baroda Government and of the tyranny of Gangadhar Shastri.

On the 12th of February last you reported the circumstances of Bhagvantrao's arrival at Poona, and that you had every reason to believe that his projects had been undertaken with the knowledge and connivance of Gahenabai, the senior wife of the late Raja Govindrao, and of Sitaram.

Bhagvantrao Gaikwad, shortly after his arrival at Poona, found an opportunity of being introduced at the Peshwa's Darbar, notwithstanding His Highness had pledged himself to the Resident that he would not see him without consulting with him; and Mr. Elphinstone was in consequence compelled not only to demand the dismissal of Gangadhar Shastri in due form, but to decline entering upon the arbitration of the Peshwa's claims upon the Baroda State, until His Highness should have renounced his pretensions to the absolute dominion of Gujarat.

In consequence of Bhagvantrao's assertions in regard to the degraded situation of their Highnesses Anandrao and Fatesing, you had occasion to demand an intercourse with the latter, when His Highness professed his entire ignorance of the object of Bhagvantrao's visit to Poona, his marked disapprobation of his intrigues, and his entire confidence in Gangadhar Shastri; and after some hesitation His Highness consented to give a written disavowal of Bhagvantrao's proceedings. Fatesing observed at the same time that he had reasons to believe that no direct proof could be adduced at Baroda of Sitaram's being implicated in the intrigues of Bhagvantrao and of others, but that there was presumptive evidence sufficient for any Maratha Government; and on your asking in what way Sitaram could be disposed of, to prevent the continuance of his intrigues, Fatesing replied: "In any way you think best." You then suggested that he might be sent to Benares, and His Highness consented to the measure and was only apprehensive that even then he might have opportunities of intriguing.

The murder of Gangadhar Shastri at Pandharpur is the next point wherein the conduct of Sitaram is to be considered; and although the evidence of his participation in the guilt of that horrid transaction may not be so direct as that of this concern in the other improper proceedings already noticed, it will be found sufficient to create a strong suspicion that the atrocious act was perpetrated with his knowledge and concurrence and for the object of accomplishing his views.

The letter from Babu Mairal, which accompanied your dispatch of the 11th of August, established that Govindrao Banduji (the avowed agent of Sitaram) accompanied the Peshwa to Pandharpur; that he gave Tatyā Padkhar minus 200 Rupees for expenses and a sum of money to Hanmantro khidmatgar for the same purpose, and that he was accompanied by six men of the Ramoshi tribe.

The Resident at Poona in his letter to the Governor-General of the 16th of August has confirmed this statement; adding that he

(*Banduji*) went to Pandharpur with great secrecy, and that his arrival there was discovered by the Shastri immediately before his death. That after the murder, Banduji returned to Poona, where both he and Bhagvantrao resided at large, and that one of them had been visited by Trimbakji on his way to the temple.

That Banduji was immediately connected with the meeting of Bapu Mairal's troops, which occurred on his attempting to go to the Residency at Poona, is fully established by Mr. Elphinstone's letter to the Governor-General of the 18th of August, as he was in the habit of corresponding with the Gaikwad paga, and had warned a Brahman to quit Bapu Mairal's camp, who, he said, would be cut off that night or the next day.

An emissary of Banduji's also was detected in the attempt to corrupt one of Bapu Mairal's officers, and by his confession it appeared that he had endeavoured to prevail upon the troops to refuse to march, as orders would soon be received from Baroda.

The intercepted letter from Banduji to Takhtabai, forwarded in Mr. Elphinstone's letter of the 23rd of August, affords a further proof, if any was wanting, of the intrigues of Sitaram and his adherents; and the following extract is important, as evincing the determination of the conspirators to prevent by some means the return of the Shastri to Baroda; "Since the arrival of Kumbi and Pradhani (*i.e.*, black and white, bearing an allusion to the complexions of Bapu Mairal and the Shastri) lakhs of Rupees have been, and still continue to be, spent in pleasure and enjoyment; but people say it has been to no purpose, and that nothing has been gained by it. Shrimant has merely scattered sugar; the result will be known hereafter. Do you be at ease; if by giving encouragement to Bapu, by urging Baba Sahab, this business shall be carried through, the Shastri will never more look that way, I have written this in full consideration, but it depends on the pleasure of you three persons."

The advance of the troops from Dhar to the borders of Gujarat is a further circumstance, illustrative of the dangers to be apprehended from the continuance of Sitaram at Baroda. These troops were commanded by Bapu Raghunath, a servant of Sitaram, and there could be little doubt that their movements were regulated by his orders. But this has been rendered still more certain by the messages sent to you by Sitaram, as reported in your letter of the 29th of August, pretending that he has strongly recommended Bapu Raghunath to retire from the Gaikwad frontier, and that his letter would doubtless obtain attention.

That Sitaram's intrigues have been persevered into the latest period, may be shown by your report of the 29th of August, in which you refer to the letter obtained from the Raja, addressed to Banduji at Poona, desiring him to make the arrangements speedily, and to the Raja's own acknowledgement that he had communicated with Sitaram through the medium of other persons.

The last circumstance, to which it appears necessary to advert, in the consideration of the extent of Sitaram's criminality and of the

necessity of his removal from the scene of his intrigues, is that of his having recently succeeded in seducing the guards placed over his house so far as to enable his relation Kakaji to hold consultations with Gahenabai, the adopted mother of Bhagvantrao; and it may not be unimportant to notice the acknowledgement of Takhtabai that Sitaram's agent had been tampering with the Raja and came to him in disguise in the middle of the night.

Conclusion

On a review of all the circumstances, above adverted to, connected with the case of Sitaram, it clearly appears that he has by means of secret agents been actively engaged in opposing the measures of Government at Poona, no matter for what purpose, whether with a view to his reinstatement in his office or to promote any other views; that the consequences, as far as relates to the farm of Ahmadabad, have been important, and not less so in their operations attending to defeat the adjustment of the pecuniary claims of the Poona State, under assurances that by his restoration to power a more advantageous arrangement would be made in favour of His Highness [*the Peshwa*].

The conduct of Sitaram on these occasions has led to all the important consequences, which have followed, not excepting the murder of the Shastri, even if it could be established that he was individually unconnected in promoting the execution of that atrocious act; but it is reasonable to suppose, after the examination of the intercepted letters and the terms in which those communications are made, that Sitaram was not unacquainted with the intentions of the party.

There is such a combination of circumstances through the course of the proceedings in substantiation of his guilt that the Governor-in-Council could hardly have imagined that Fatesing would have hesitated a moment in acceding to a proposition of removing Sitaram to Surat, expecting he had inclined to have dealt with him in a different way; indeed so impressed was the Governor-in-Council of the atrocity of the crimes attributable to Sitaram that he conceived his confinement at Surat to be the slightest degree of punishment that could be inflicted on such an offender.

His Highness will be pleased to recollect that the transactions attributable to Sitaram have nearly involved the Powers of India in all the horrors of a general war with the Maratha States; that, independently of the unpleasant discussions with the Peshwa, an expense has been incurred of no slight consideration in our military departments, and that we have claim upon His Highness to the punishment of any of his subjects by whose misconduct the distress brought on our finances has been occasioned.

It has prevented the obtaining redress for the injuries sustained by the depredations from Cutch, from the necessity which existed of having an army in readiness to act in case the circumstances had required it.

Orders

Under these considerations the Governor-in-Council has directed me to instruct you to call on Fatesing to adopt a system of conduct

towards Sitaram Raoji more consistent with his former impressions and more becoming his own character, after having once remonstrated against the lenient measures you were pursuing against Sitaram, and [*after having*] announced a determination to devise means to preclude the possibility of future injuries to the Gaikwad Government, after having expressed the little dependence His Highness had on you that you would not be again interceding in Sitaram's behalf, and alleging that the whole country would be astonished at our new mode of governing, after having readily placed Sitaram in confinement, admitted that there was even presumptive evidence, sufficient for any Maratha Government, of Sitaram's being implicated in the intrigues of Bhagvantrao and others, after having in fact confessed that he had no doubt in his own mind of Sitaram's being the main spring to the late proceedings at Poona, which had gone so far, according to Fatesing's own relation of the circumstance, as to produce a threat from the mother of Sayajirao to appeal to the Peshwa for the son's right, after having not only consented to Sitaram's removal to Benares, but expressed an apprehension that even at that distance he might have opportunities of intriguing. Notwithstanding these strong facts and the influence and predominance of these feelings in Fatesing, combined with the representations contained in the concluding paragraph of your letter of the 11th of March, it has been with no small degree of disappointment and regret that the Governor-in-Council has observed, when the period of putting the sincerity of his disposition to the test has arrived, the sudden manifestation of a reluctance in His Highness to inflict so slight a punishment on Sitaram Raoji as his removal to Surat must be admitted to be; and this, too, at a time when the consequences of those intrigues had led to the horrid murder of His Highness's confidential and most valuable servant, and when the poignancy of His Highness's affliction for the loss of such a Minister could hardly have subsided.

The British Government would justly incur the odium in the estimation of the surrounding country, of which Fatesing has expressed an apprehension would attach to himself, at our new mode of governing, was the Governor-in-Council to yield his support to the wavering and vacillating disposition which His Highness appears disposed to indulge. A proposition to confine Sitaram in Kadi, in the centre of his intrigues, but ill accords with the apprehension that even Benares was not too far removed as a place of security. The feeling, which His Highness now urges as being one of honour common with the Native States against Sitaram's removal beyond his dominions, is equally inconsistent with those which influenced His Highness in consenting to his removal to Benares. The reputation of the Gaikwad Government has not suffered, that the Governor-in-Council is aware, in the opinion of the Native States by Kanhoji's removal to Fort Saint George; nor will that of the Poona State by the surrender of Trimbakji Dangle to the British Government, when the facts of the case are fully understood.

A sincere desire, therefore to uphold the honour and reputation of the Gaikwad State, equally with that of the British Government,

urges the Governor-in-Council to persevere in the demand already preferred for the removal of Sitaram Raoji to Surat, a measure which is considered to be indispensable to the progressive amelioration and permanent prosperity of the Gaikwad Government, for the attainment of which the Hon'ble Company's bhandari has been largely pledged, and for the redemption of which our credit and our character are involved.

Since this dispatch was prepared, the Governor-in-Council has received your letter dated 29th of last month, reporting that Fatesing has proposed that Sitaram Raoji should be allowed to retire to Benares.

*Benares
scheme*

The Governor-in-Council in pressing this subject upon the consideration of Fatesing has two objects in view; namely the infliction of such a punishment on Sitaram Raoji for his past offences as his mischievous intrigues so highly merit, and to combine that punishment with his removal from Gujarat. Confinement in one of the forts of the British territories would not have been a punishment too severe, considering the nature and extent to which his offences have been carried, and the consequences resulting from them. But being at all times desirous to consult the wishes of His Highness Fatesing when it can be done consistently with the paramount obligations of public duty, he will not offer any opposition to Sitaram's retirement to Benares upon a limited provision, which, although it cannot be considered as an adequate punishment of Sitaram's guilt, will completely provide for the security of the Baroda State against the effects of his influence and intrigues.

The Governor-in-Council has in consequence directed me to desire you will suggest the mode most advisable to be adopted for Sitaram's conveyance to Benares, should the Right Hon'ble the Governor-General accede to the proposition, which will now be submitted to His Excellency, for Sitaram's being allowed to proceed to, and to reside at, that place; but, as some time must elapse before the commands of His Excellency can be obtained on this proposition, the Governor-in-Council deems it essential that you should urge the removal of Sitaram Raoji to Surat, a measure which the British Government considers it due to its own character and to the reputation of the Baroda State should forthwith be carried into execution, under a firm persuasion that, while this person may be allowed to remain at Baroda, the tranquillity of the State will be endangered.

1815 Baroda, 16th October, 1815 (1815, S. D. 292)

James R. Carnac to Francis Warden.

*Banduji &
Bhagvantrao*

I have the honour to acquaint you that His Highness Fatesing fully intended to have caused the execution of Govindrao Banduji on his being surrendered to his authority, and the perpetual confinement of Bhagvantrao; but in consequence of Mr. Elphinstone having expressed his belief to the Peshwa's Minister that the lives of the parties would be spared, I have diverted His Highness from that intention; and it is settled that, whenever Banduji and Bhagvantrao are delivered up to the officers of this Government, the former is to be confined in irons in the fort of Gondi Vazpur on the Tapti, and that latter at the fort of Rampur near the pass of the Narbada, called Bavapur.

Fort William, 25th November, 1815 (1816, S. D. 294/295)

1815

J. Adam, Secretary to Government, to Sir Evan Nepean.

The Governor-General-in-Council entertains a strong objection to encouraging the resort to Benares, of persons in the predicament of Sitaram. The peculiar circumstances of the city of Benares render it, in the judgment of the Governor-General-in-Council, a situation particularly unfit for the residence of persons, who by their public transgressions have rendered themselves obnoxious to the State, or whose turbulent character, disappointed ambitions, perverted views may be thought to dispose them to excite or foment elements of disturbance and commotion. It has accordingly been of late the object of this Government to discourage the retirement of persons of the above description to the city of Benares. *Sitaram & Benares*

6. In addition to these general considerations, His Lordship-in-Council is of opinion that the particular circumstances of Sitaram, his extensive connexions in the Marátha States and probable means of creating an influence, which might lay the foundation of future embarrassment or dangers, operate with peculiar urgency against his being allowed to reside at Benares, where there are too many persons of a character likely to be rendered easily subservient to the designs of a disaffected and intriguing individual.

7. On these grounds it would be extremely satisfactory to the Governor-General-in-Council to learn that Fatesing could be induced to consent to Sitaram's residence being fixed in some other part of the British territories, where he might be in the enjoyment of equal ease and security as at Benares, unaccompanied by those suspicions and consequent precautions, which must attend his residence at that city.

8. His Lordship-in-Council accordingly requests that the Governor-in-Council will be pleased to communicate those sentiments to Captain Carnac and instruct him to endeavour to obtain the assent of Fatesing to some arrangement for the disposal of Sitaram, more compatible with the views and wishes of this Government, than his retirement to Benares. It may not however be expedient to explain to Fatesing the specific considerations which oppose the adoption of the measures suggested by him with regard to Sitaram.

Bombay resolutions.

Resolved that Captain Carnac be informed that His Lordship [The Governor-General] strongly objects to Sitaram being allowed to retire to Benares; and as it would be highly objectionable to permit of his further continuance at Baroda, if it can be avoided, the Governor-in-Council [of Bombay] is desirous that he [Carnac] will propose to Fatesing the removal of Sitaram either to Salsette, Bombay or Karanja, where he may reside without any further restraint being laid upon him than that of being prohibited from quitting the Island. *Sitaram Benares*

To the proposition submitted by Captain Carnac that Sitaram should be permitted to proceed to his original home, which is

understood to be a village near Satara in the Peshwa's dominions, the Governor-in-Council is not disposed to yield his consent to such a measure, under a firm persuasion that no securities he could offer would prevent his continuing to practise these intrigues which have characterised his disposition since his first entrance into public life, and which have produced all the difficulties and discussions in which we have recently been involved with the Poona Government.

1815 *Baroda, 26th November, 1815 (1815, S.D. 293)*

James R. Carnac to Francis Warden.

Opposition During the Divali holidays my information of the deliberations of His Highness foretold considerable opposition to the proposal which I had made to him. I had heard that Fatesing expressed his anxiety to do nothing which could bear the semblance of a difference of opinion with the British Government, but that he was harrassed and perplexed by the ladies of the Gaikwad family, who collectively used their utmost influence in dissuading him from giving his sanction to a measure which in their idea would subject the family to an imputation of having forgotten the invaluable services of the late Raoji Appaji, the adopted father of Sitaram.

His Highness was naturally biassed by these representations; nor does it detract from his character or his disposition to preserve entire his footing of intimate friendship with the British Government that he advocated the case of Sitaram according to the sentiments of his family.

After many days of discussion with Vithoba Bhau, which progressively produced arguments of the right of the Gaikwad to punish its own servants and, at length, earnest and submissive entreaties that I would recede from the demand of sending Sitaram as a prisoner to Surat, I hoped that the preparation of a letter to His Highness Fatesing, which contained the whole of the evidence and reasoning against Sitaram, as exemplified in your dispatch of the 18th ultimo, and a formal demand from me for the surrender of Sitaram might produce a salutary influence on Fatesing. The letter was accordingly prepared and forwarded to His Highness with a private note from me, urging the expediency of his compliance.

8. This letter was opened in Darbar and perused by the officers of the Government. His Highness frequently sent privately to me to give assurances that he was the last man who wished to show indulgence to Sitaram, that he was sensible of the guilt of that person from what I had stated and written, and, as far as regarded Sitaram himself, would have never objected to his being exposed to the greatest severity of disgrace; but a consideration of Sitaram's case was incumbent upon him and due to his own character and feelings, since, as His Highness stated, the father of Sitaram had placed the present branch of the Gaikwad family upon the gadi of Baroda by his address and integrity. Every sentiment therefore of gratitude urged him to his present objections, entirely unconnected with any feelings for Sitaram. His Highness lamented the predicament in which he was placed by its putting an equivocal construction on his disposition to

the British Government; but he expressed his confidence in the indulgence and liberal consideration of that Power and referred to my judgment for the purity of the principles on which his objections were founded.

9. I did not listen to this appeal, in the expectation that a firm adherence to my demand might produce the desired effect. A request was preferred by me, either that an answer should be given to the letter which I had written to His Highness, or that he would afford me some explanation for the satisfaction of my Government. Fatesing declared his inability to render any reply to the letter, indeed that it required none, as he was no advocate for Sitaram, who was justly accused, but submitted to me a regard for his feelings and his respectability. He was far from wishing he said to allow of Sitaram remaining in Gujarat, his only wish being that he might be allowed to dismiss him by the authority of the Gaikwad Government with a limited provision.

10. This description of language was used for some time, nor did any observation from me on the necessity of Fatesing's compliance occasion a change in it. The question was urged as one of honour and not considered in its applications to Sitaram personally.

11. Unwilling to recede from my demand, it was proposed by Fatesing that the whole of the Gaikwad family should proceed to the Residency and implore me to represent their feelings to the Right Hon'ble the Governor-in-Council. To this unnecessary submission I did not hesitate to object, when Fatesing directed his Minister to supplicate that I would solicit the British Government to allow of Sitaram being punished by his own Government, and that the feelings of the Gaikwad family, for the reasons assigned, should in this instance be indulged.

12. The nature of my orders would not allow me however to give way, as long as a prospect existed of a successful issue to my demand. It was preferred in the usual manner in many interviews up to the 16th instant, when His Highness informed me that he could never consent to my demand under the circumstances which he had related to me, but that it was in my power at all times to take Sitaram away, as he was then under the custody of a guard of the Company's sepoy, and his inability to render any other opposition, but what was verbal, to the pleasure of the British Government.

13. Having been confined by indisposition at this period, His Highness paid me a visit ostensibly to inquire after my health. At this interview, after having dismissed every person, he begged a further reference to the Right Hon'ble the Governor-in-Council, entreated the exertion of my influence as essential to his own honour and that of the whole Gaikwad family, and lastly repeated that, provided I would not attend to his wishes, he would have the melancholy reflection, when Sitaram was taken away, of having at all events, acted with gratitude for the invaluable services of Raoji Appaji. Fatesing then proposed that Sitaram should be ordered to quit Gujarat under a prohibition of never returning, that he should proceed to his

original home with a moderate provision, that he left his son at Baroda as a security for his quiet conduct, and that he moreover rendered securities to the Gaikwad Government and the British Government. His Highness remarked he was himself willing to answer for Sitaram's proceedings under the foregoing arrangement, and he believed that he could pledge the whole Gaikwad family. Fatesing wished me however to understand the causes for the anxiety about Sitaram, which are precisely those before stated, concluding by this remark, "If your Government will attend to my solicitation, I should consider it an act of kindness, short only of removing me to Benares, when on the point of dissolution." He also added that he had been told that, if Sitaram was seized to be carried away, it was his determination to take poison and defeat that intention by his death.

*Carnac
yields*

14. Under all the circumstances before related, I was placed in a situation of difficulty as to the line of conduct which I had to pursue. No exertion on my part was omitted, either by argument or from whatever personal influence I possessed with Fatesing, to induce him to consent to the removal of Sitaram to Surat; and nothing but a conviction that this object was not to be obtained has led me to submit this letter to the consideration of the Right Hon'ble the Governor-in-Council.

15. On a reference, too, to my instructions I did not feel myself empowered to march a body of troops to take the person of Sitaram, in defiance of the concurrence of the Gaikwad Government. It was a measure of violence which could be justified in a subordinate officer only by specific orders to that effect; and if it please the Right Hon'ble the Governor-in-Council, after the foregoing representation of the feelings of Fatesing and the Gaikwad family, to cause the removal of Sitaram, or to signify that intention in case of further opposition, I trust my reference for his commands will be considered as dictated by the deference due to his authority and under a solicitous regard of avoiding any extremities calculated to interrupt the footing of intimate amity subsisting with the Gaikwad Government.

*Carnac's
views*

16. It will not be deemed presumptuous in me however to offer some observations in reference to the objections set forth by Fatesing. The character of His Highness's proceedings would bear a different construction, if he had indicated the most distant regard for Sitaram; but we find that his conduct is governed by motives and feelings, which at all events have the merit of emanating from the best of principles.

The object of the British Government is not set aside, since the perpetual removal of Sitaram from Gujarat is pledged with the securities of the Gaikwad family for his future peaceable conduct.

It then becomes a question whether, under the attainment of our views varying only in the manner, it is worth while to undertake the execution of measures extremely repulsive, and consequently susceptible of affecting the attachment which has been created towards us in this Government.

The situation, in which this State is placed, being completely dependent on the British Government, and owing its existence to its care and protection, removes those effects, which may be supposed with a more powerful Government to result from a secession of a demand or its modifications.

In this Government nothing can be apprehended from its power, and a consideration to it from its ally under such circumstances is showing in a prominent degree the force of its superiority. It will produce those sentiments of increased respect and regard, which follow a concession, where the means of enforcing were abundantly present, and convince Fatesing of our moderation and disposition to take no advantage of our admitted ascendancy.

The nature of our present connection with the Gaikwad requires also the maintenance of utmost confidence and cordiality with Fatesing. This consideration, added to many others, which may occur to the Right Hon'ble the Governor-in-Council, induces me with the utmost deference to offer the proposals of His Highness Fatesing as worthy of attention under the ample securities which he declares himself willing to render.

Poona, 20th January, 1816 (1816, S. D. 294/295)

1816

Mountstuart Elphinstone to Francis Barden.

The doubts, expressed by the Right Hon'ble the Governor respecting the efficiency of any securities to restrain the intrigues of Sitaram, if allowed to reside at his native village, appear to be too well founded. His late intrigues were carried on, when his person was in the power of the Gaikwad Government. I cannot therefore imagine that any fear of the consequences would deter him, when in a situation that holds out greater temptations to intrigues with less danger of detecting.

The Gaikwad Government would be more able to fulfil its engagements for Sitaram's good behaviour, if he were confined in one of its own forts or even at his house in Baroda, than if he were at large in the territories of any foreign State; and no country appears so objectionable as the Peshwa's, especially if it be recollected that Sitaram's agents having always held out that they were employed by Fatesing. The removal of their Chief to the neighbourhood of Poona, at the desire of that Prince, will be susceptible of an interpretation very different from what His Highness probably intends.

Baroda, 3rd February, 1816 (1816, S. & P. D. 294/295)

1816

James R. Carnac to F. Warden.

I have the honour to acknowledge the receipt of your letter which enclosed copy of a dispatch from the Secretary to the Supreme Government, conveying the commands of His Lordship-in-Council, on the subject of the removal of Sitaram Raoji from Baroda.

An early opportunity was taken to notify to Fatesing the inexpediency of allowing Sitaram to retire to Benares, without entering upon any specification of the objections to such an indulgence; and

His Highness was also advised of the proposition of the Right Hon'ble the Governor-in-Council that Sitaram should take up his residence in the Island of Bombay, Salsette or Karanja, subject only to a prohibition of quitting it.

The former endeavours, to obtain my good offices in acquiring the acquiescence of the British Government for Sitaram returning to the Deccan, were resorted to by Fatesing in reply to the proposal above stated. The serious objections of this measure were stated to His Highness; and at length he abandoned the question, urging that at some future time, when the political state of India presented fewer obstacles, he should renew his application in favour of Sitaram proceeding to his original home.

In the meeting, which took place with Fatesing, definitive of the arrangement now reported, His Highness requested that I would bestow on him a mark of my confidence by withdrawing our guard from Sitaram's house. He pledged himself responsible to the British Government to send Sitaram from Baroda in the period prescribed and to convey him to Bombay. I considered this proposal not only favourable for a manifestation of our confidence without hazard, but as constituting the best security for the accomplishment of my object. Some objections were made by me to the period of time which Sitaram would have to remain in Baroda, after it had been settled that he was to quit it. This delay, it was explained by Vithal Bhau (who was present at the meeting), arose from the pecuniary embarrassments of Sitaram, which required to be adjusted before his departure: but that it should not be extended beyond the period agreed. Under the circumstances therefore of Fatesing's word and personal responsibility his request for the removal of our guard has been admitted.

The arrangements for the support of Sitaram will be reported when I am placed in possession of Fatesing's suggestions and wishes on this point.

Bombay comment.

Approval

Resolved that the Resident at Baroda be informed that we have received satisfaction from the assent of Fatesing to the removal of Sitaram to this island and from the Resident's proceedings on the occasion.

1816 *Fort William*, 16th March, 1816 (1816, S. & P. D. 294/295)

John Adam to Francis Warden.

*Sitaram to
Bombay*

I am directed to acknowledge the receipt of your dispatches of the 15th of January and 12th of February,¹ reporting the progress and result of the negotiation with Fatesing Gaikwad relative to the removal of Sitaram Raoji from Baroda to the British territories. The ultimate assent of Fatesing to that measure has given satisfaction to the Governor-General-in-Council; and though His Lordship-in-Council is apprehensive that Bombay is a less unexceptionable place for his

¹ The two letters of January 15 and February 12 have not been traced. Their contents may however be inferred from the letter here printed and from the two subsequent documents. An extract from the letter of January 15 is quoted in Adam's letter to Warden, dated September 28, 1816.

residence than another station might be, he is assured that the vigilance of the Governor-in-Council and of the subordinate authorities will be successfully exerted to prevent the occurrence of any embarrassing consequences arising from his residence there.

2. The attention of the Governor-General-in-Council has been attracted by the tenor of the part of your dispatches to Captain Carnac under dates the 15th January and 12th of February, especially the concluding paragraphs of the former one; and I have been instructed to request you to communicate to the Right Hon'ble the Governor-in-Council the following observations which have occurred to the Governor-General-in-Council on the perusal of those passages. *British control*

3. In adverting to the opposition offered by Fatesing to the removal of Sitaram Raoji to the British territories and to the asserted right of Fatesing to punish his own servants, it is observed that the argument, employed in support of that right, might have been forcibly combated by an exposition of the nature of our connection with the Baroda State, which is declared to be of a peculiar character and entirely different from any of the alliances subsisting with the other Native Powers. The observation is followed by a statement of the Right Hon'ble the Governor-in-Council's opinion relative to the extent of the right of control over the conduct and affairs of the Gaikwad State, acquired by the British Government under the operation of its bhandari engagements with that State; whence a conclusion is deduced that the Hon'ble Company is not only answerable for the just appropriation of the resources of that Government (a responsibility which would necessarily involve a legitimate right to control its expenditure), but that it possesses, as guardian of the Baroda State, an authority over the officers entrusted with the administration of public affairs, equally with the Gaikwad.

4. It is with great reluctance that the Governor-General-in-Council intimates even a doubt on the construction given by the Governor-in-Council of Bombay to an engagement of such importance as that under consideration; but His Lordship-in-Council is satisfied that the Governor of Bombay will feel the necessity of leaving no question as to the correct interpretation of that engagement, and will receive the observations, which it becomes the duty of His Lordship-in-Council to state, in the same spirit of candour and common regard for the public interests which His Lordship-in-Council has the satisfaction to think has always marked the intercourse between the two Governments.

5. It appears to the Governor-General-in-Council that the right of interference, claimed by the Governor-in-Council of Bombay under the Hon'ble Company's bhandari, would not be borne out by the equitable construction of that engagement, as explained in the dispatch from Colonel Walker to the Government of Bombay under date the 15th of October, 1805. The bhandari, it is true, gives British Government a power of control over the Gaikwad almost unlimited in a particular direction, that is, as far as applies to the purpose of securing the application of these means which have been

pledged for the fulfilment of the pecuniary obligation incurred by the Gaikwad to a third party; but neither that power of control nor any modified degree of it, is given by the bhandari for any other purpose; and His Lordship-in-Council is unable to satisfy himself that the limited and specific power above described could warrant our founding on it a right to demand the punishment of Sitaram on the assumed probability that his continuance within the Gaikwad territories may produce disturbances leading eventually and through various stages to consequences involving the stability of these funds pledged for the payments, regarding which we have given our bhandari.

6. His Lordship-in-Council does not mean to maintain that the British Governor may not on particular occasions under the power derived from the bhandari interfere in the manner described in your letter to Captain Carnac, if it were to be really evident that by gross mismanagement or abuses the country were going to ruin. This however is an extreme case and one to which Sitaram's bears no resemblance, and His Lordship-in-Council is thence of opinion that the bhandari does not confer on us the uniform and systematic participation in the internal authority of the Gaikwad's government, which appears claimed in the passage of your letter above quoted.

7. With reference to the observation that our connection with the Baroda State is of a peculiar character and entirely different from any of the alliances subsisting with the other Native Powers, I am directed to observe [*that*] it is the existence of the bhandari alone that constitutes that difference. The treaty itself, which must be received as the interpreter of the relations between the two States, is framed on the model of the treaty of Hyderabad; and if the obligation of the bhandari were to cease, our connexion with the Gaikwad would not differ in principle from our subsidiary alliance with the Nizam or the Peshwa.

8. The Governor-General-in-Council has felt these remarks on the tenor of the passages in your letters, above referred to, to be expedient, lest your procedure should rest on a disputable plea, when it may found itself on a position of the clearest equity. In undertaking to exact due reparation for the murder of Gangadhar Shastri, the British Government had charged itself with an interest the dearest possible to the Gaikwad; and the deduction is irrefragable that His Highness must be understood as bound to contribute the most active support to the British Government towards punishing all those engaged in that nefarious transaction.¹ The suspicion is not only violated against Sitaram, but just apprehension was to be entertained that his intrigues would interfere further with those pending settlements, once more put into train under the renewed protection of the British Government. The latter Power had then the undoubted right, in the particular case, to require from the Court of Baroda, the fullest concurrence in any measures which pointed to infliction [*of punishment*] on the past atrocity or to security for the revived negotiation. As this title however obviously arises out of the nature of the special

¹ Except, of course, the Peshwa.

transaction, and not out of the terms of bhandari, the Governor-General-in-Council has thought it necessary to mark the discrimination, and he assures himself that, when the Right Hon'ble the Governor-in-Council shall have considered the distinction, his sentiments will accede to it.

9. The only other point on which it appears to the Governor-General-in-Council to be necessary to offer any remark is the declaration to Fatesing, prescribed in the concluding paragraph of the instructions to the Resident at Baroda of the 15th January. The necessity of such a declaration, at the moment, is not apparent to His Lordship-in-Council, who is apprehensive that it may prematurely lead to the agitation of a question, the moving of which it would have been desirable to retain in the hands of the British Government exclusively.

Bombay, 7th May, 1816 (1816, S. D. 294/295)

1816

Francis Warden John Adam.

I have been instructed to assure you for the information of His Lordship-in-Council that every practicable degree of vigilance will be exerted to prevent Sitaram's escape from this island and the occurrence of any embarrassing consequences arising out of his residence in Bombay. But, as in the event of his escaping, the allowance to be assigned for his support would be stopped, it is hoped that that consideration alone would operate as a sufficient check upon any disposition he may entertain of absconding; besides which, it may, with the approbation of His Lordship-in-Council, be intimated to Sitaram Raoji and to the Gaikwad Government that, as soon as its affairs shall have been retrieved, and its finances placed on a secure basis, permission would be granted for his resuming the exercise of his office of Diwan, provided his future conduct should render him worthy of that trust.

*Sitaram's
future*

Under the limited view, which His Lordship-in-Council has taken of the extent of our bhandari engagements, the Governor-in-Council finds it necessary on a point of such importance to enter into a full explanation of the grounds on which the instructions to Captain Carnac were founded, in respect to the right of our interference in the internal affairs of the Gaikwad State and to exercise a control over its ministers equally with the Gaikwad.

*Bhandari
rights*

On an abstract view of the question, and supposing the Gaikwad Government to have enjoyed an ordinary degree of prosperity, to have been regulated on a scale adequate to its expenditure, the Governor-in-Council would concur in the construction which has been afforded to those engagements in the 5th paragraph of your letter, [of 16th March, 1815] and would not have felt itself warranted in stepping beyond that limitation; but this Government has been accustomed to consider the extraordinary circumstances, under which the Company's bhandaris were substituted for those of the Arabs, to have empowered the British Government to exercise a control for other, the most important, purposes of the State, beyond the mere guarantee of the

just appropriation of the funds to the payment of the debts, for which they were pledged.

Referring generally to Colonel Walker's letters of the 29th of January, 1804, and the 29th of March, and 15th of October, 1805, descriptive of the bhandari securities,¹ the Governor-in-Council begs leave particularly to quote those parts which support the construction for which he contends. [The writer then quotes in full the 9th paragraph of Walker's letter of March 29, 1805].²

Hence the bhandari engagements have been considered by the Governor-in-Council in the enlarged sense, explained by Colonel Walker, as giving the British Government a power of control over the Gaikwad almost unlimited, not only in the particular direction defined in the 5th paragraph of your letter, that is, as far as applies to the purpose of securing the application of those means which have been pledged for the fulfilment of the pecuniary obligations incurred by the Gaikwad to a third party, but, more especially and above all, in the imposition of restraints on their measures even in cases in which the bhandari was not directly concerned; and that in their capacities of bhandaris the Company have a right to interfere in the most important public affairs.

8. In fact, when the exhausted state of Gaikwad finances, at the period when these bhandaris were entered into, is considered; when the uncontrolled command, which the great officers of the Government exercised over its resources, and the consequent scenes of speculation, which were practised, are borne in mind; our bhandari securities, if limited in their operation in the degree prescribed in your letter, would have been nugatory and unavailing. The pecuniary obligation could not have been enforced, except under the assumption of a leading and active interference in the most important public affairs of the Government, in checking the rapacity of its officers and in punishing their delinquency or contumacy, in concert with the sarkar.

9. Independently of this construction of our powers, as derived from our pecuniary guarantee alone, the Hon'ble Company's bhandaris have been granted to the family of Raoba and therefore to Sitaram. [Then follows a description of the nature of the personal bhandari, as given by Walker in the 6th paragraph of his letter of March 29, 1805]³

It was under the influence and protection of the British Government that Sitaram succeeded Raoba in the office of Diwan to the Baroda State, in opposition to the interest made in favour of his younger brother, Sakharam.⁴ By the control of the same authority, acting in concert with the sarkar or with the executive officers of the State, was his agency in the Administration superseded,⁵ in consequence of his opposing those reforms, which under our bhandari we

¹ See *The Gaikwads of Baroda*, Vol. VII, pp. 146—147.

² See *The Gaikwads of Baroda*, Vol. VII, pp. 146—147.

³ See *The Gaikwads of Baroda*, Vol. VII, p. 186.

⁴ See *The Gaikwads of Baroda*, Vol. v, p 448.

⁵ The sarkar had nothing to say in the matter. See *The Gaikwads of Baroda*, Vol. V, index: Babaji.

were pledged to effect,¹ and under this construction of the extent of our powers was the observation founded that the British Government possesses a control over the officers entrusted with the administration of public affairs, equally with the Gaikwad.

It is now necessary to advert to the nature and extent of the control which we have actually exercised over the affairs of the Gaikwad. Colonel Walker's dispatch of the 1st of January, 1806,² forcibly pointed out the necessity of his obtaining from Government ample powers and full instructions for the prosecution of those important reforms, which were essential to the redemption of our pledge guaranteed under the bhandari engagements; and conformably to his suggestion, arising out of the incapacity of Anandrao for the conduct of public affairs, a Commission was established for the administration of the Government, consisting of the Diwan, the fadnavis, the majmudar, the Resident of the British Government or an agent on his part. Fatesing having subsequently been invested with such a controlling power in the administration as might provide for the constitutional defect in the Raja, the affairs of the Baroda Government are still administered by that Commission; and the British Government therefore³ possesses a legitimate right to exercise a power over every branch of the State and over its ministerial officers, equal, as it appears to the Governor-in-Council, with that of Gaikwad. Had we not entered into these pecuniary guarantees, the necessity for our granting the personal bhandaris, and being included in the Commission for the administration of the Government, would not have existed.

I have been directed to remark that the peculiar character of our connection with the Baroda State, as entirely differing "from any other alliances subsisting with the other Native Powers" was certainly founded on the existence of the bhandari engagements, and consequently of a limited duration. On the debts guaranteed by our bhandari being discharged, the dissolution of the Commission of Government and of the obligation of the personal bhandaris will naturally follow, the one being interwoven with the other. when our connexion with the Gaikwad will, under such circumstances, not differ in principle from the subsidiary alliances with the Nizam or the Peshwa. The observation indeed was drawn from the opinion expressed by the Supreme Government in the 3rd paragraph of its dispatch dated the 23rd of July, 1806, in which it is stated that the peculiar situation of the affairs of the Gaikwad and the circumstances under which our connection with the State has been established, and has become in a manner interwoven with its internal concerns, distinguish our relations with that State from those which subsist with the great States of India, although the general political relations and obligations are the same.

From these observations it will be obvious that the demand of this Government for the punishment of Sitaram was founded upon the construction of powers derived from our bhandari engagements of a

1 A gratuitous assertion. No mention of reforms is made in the bhandaris.

2 See the Gaikwads of Baroda, Vol. VII, p. 207.

3 The Resident was apparently the whole Commission by himself alone.

more extensive latitude than His Lordship-in-Council has afforded to that instrument; nor did the demand exclusively arise out of the murder of Gangadhar Shastri, but had reference to the conduct of that ex-minister [Sitaram] from his first entrance into public life.

The extreme case, contemplated in the 6th paragraph of your letter, had already occurred. The powers we derived from our *bhandaris* had in point of fact been already exercised to the exclusion of Sitaram from the Administration, in consequence of his gross mismanagement and of the pertinacity of his opposition to the correction of abuses, which were involving the country in ruin; and his longer continuance within the Gaikwad territories had been long since definitively pronounced to be dangerous to the stability of those reforms, which we had pledged to effect. The necessity for his removal, however unquestionable, became more urgent in consequence of the melancholy fate of the Shastri; that event led to the preponderance of Sitaram's influence at Baroda, the effects of which had produced a manifest change in the disposition even of Fatesing himself towards him, which threatened to undermine His Highness's confidence in the British Government and eventually to shake the stability of the reforms, which had been introduced, and consequently of those funds which had been pledged for the payment regarding which we have given our *bhandari*.

1816 *Baroda*, 27th July, 1816. (1816, S. & P. D. 296).

James R. Carnac to F. Warden.

Sitaram to Bombay I have the honour to submit for the information of Government the proceedings which have since taken place respecting Sitaram Raoji.

It was not found practicable to adhere to the prescribed period of Sitaram's departure from Baroda, owing to the heavy pecuniary encumbrances of that person, requiring him to enter on some statement with his creditors. It was not until the end of April that Sitaram quitted Baroda for his appointed destination.

Before his departure he had two meetings with me apparently for the purpose of recommending his son and other members of his family to my attention. His conversation was also connected with past events with assurance that he was anxious to demean himself in all respects according to the wishes of the Company's Government. Every proper civility was shown to Sitaram by the Gaikwad Government and myself on his departure, and two peons belonging to the Residency with a body of Gaikwad horse and foot were directed to attend him to the Presidency for his protection.

Sitaram appears to have proceeded with no interruption except at the *Narbada* River (where certain religious ceremonies detained him some time) until he arrived at *Nasari* about the beginning of last month. I received letters from him at that place, describing himself to be extremely ill and unable, until better, to resume his journey. Similar communications were made to His Highness Fatesing, and I have reason to believe from my inquiries that Sitaram was really indisposed.

His stay at Navsari, I am told, restored him considerably, but he still sent representations of his inability to move on, and lately the inclemency of this season and the badness of the roads have been urged for his continuance at that place.

I am not sensible of Sitaram having any good reason for loitering on the road, except that he is averse to leave the country in which he has passed the greatest portion of his life, and by any pretext tries to postpone the evil hour. He may indulge also the hope that something might yet happen, which would restore him to Baroda; or that he would not be required, after his quiet conduct for some months, to take up his residence at Bombay, but in the territories of the Gaikwad, or at his inam village of Batta near Surat. Without apprehending that his stay at Navsari can be for any bad purpose, particularly as the whole of his family are left at this place, I have deemed it my duty to call upon Fatesing several times to require his orders to Sitaram to prosecute his journey. His Highness has assured me that his injunctions have been communicated to Sitaram, and that he will leave Navsari for Bombay as soon as the weather permits.

Baroda, 23rd September, 1816 (1816 S. D. 297)

1816

James R. Carnac to Francis Warden.

In respect to Sitaram Raoji's protracted journey to Bombay, I *Sitaram at* had the honour to notice the cause of the delay in my dispatch dated *Navsari* the 27th of July. That person is still at Navsari, from whence he declares his inability to move from sickness; but I shall again urge Fatesing to insist on his departure, supposing, under the terms of your letter under reply, that I shall thereby confirm to the wishes of the Right Hon'ble the Governor-in-Council.

Fort William, 28th Sept., 1816 (1816, S. & P. D. 297)

1816

J. Adam to Francis Warden.

The Governor-General-in-Council has entered on the further *Bhandari* examination of this question with the utmost deference for the senti- *power* ments of the Right Hon'ble the Governor-in-Council of Bombay on a point which has necessarily been the subject of frequent and careful deliberation with the Government of that Presidency, of whose political transactions the immediate superintendence of our relations with the Gaikwad forms the most important branch.

It is with proportionate regret therefore that His Lordship-in-Council finds himself unable after the most attentive investigation, with reference to the remarks contained in your dispatch [of May 7, 1816] now replied to, and to the dispatches from Colonel Walker on which they are founded, to acquiesce in the conclusions of the Right Hon'ble the Governor-in-Council with regard to the nature and extent of the powers conferred on the British Government by those engagements.

The position of the Right Hon'ble the Governor-in-Council, to which the Governor-General-in-Council judged it necessary to oppose his construction of the bhandari engagements, is expressed in your

dispatch to Captain Carnac of the 15th January last in the following terms: "From the bhandari securities, which the Hon'ble Company has afforded to the creditors of the State, the British Government is answerable for the just appropriation of its resources, and has thence derived a legitimate right to control its expenditure. This great responsibility cannot be discharged, if the authority to nominate, to punish or to dismiss the ministers and the officers of the Government be solely and exclusively exercised by the Gaikwad. As guardians of the Baroda State the British Government possess a control over the officers entrusted with the administration of public affairs equally with the Gaikwad. His Highness may however rest assured that the Governor-in-Council will ever reserve the exercise of this right for cases of extreme urgency, involving the safety and prosperity of His Highness's Government."

In support of this construction you have quoted various passages from the dispatches of Colonel Walker, explanatory of the nature of the bhandari as generally recognised in Gujarat, and especially in the instance of our own engagements of that description, arising out of our pecuniary transactions with the Gaikwad.

In reflecting on those passages of Colonel Walker's dispatches it appears to the Governor-General-in-Council that Colonel Walker rather describes the practice which prevailed, and the abuses which had crept into the system, when the Arabs and some of the principal officers of the Gaikwad Government were the bhandaris, than the natural and legitimate rights flowing from the possession of the character of bhandari. Colonel Walker says that in their capacities of bhandaris they (the Arabs and other officers of the Government) had a right to interfere in the most important public affairs and made it a plausible pretence for controlling the Administration. It formed the most legitimate ground and a very efficacious mode of extending their influence, and that the Government (of the Gaikwad) was desirous of transferring this authority to the Company, and of liberating itself from a pernicious dependence on its own servants. In another place Col. Walker adverts to the necessity, in which the Gaikwad was placed under the former system, of selecting the bhandari of a powerful sardar, as hurting the efficiency of the Administration and imposing a restraint on their measures, even in cases in which the bhandari was not directly concerned; and he states that it is in the relation of bhandari that we derive the least exceptionable title to interfere in the internal administration of the country, as it is founded on established usages.

Now the right to interfere in the most important public affairs, stated to be derived by the Arabs from their bhandari, is too vague and indefinite an expression to convey the extent of the power meant to be asserted; but it is clear from what follows that Colonel Walker meant to describe their practice of controlling the Administration and extending their influence as an abuse, or at least an extreme exercise of the powers derived from the bhandari, founded on the plausible pretence afforded by the bhandari, which he states to have formed the most legitimate ground and a very efficacious mode of effecting

those objects. The control, thus established, is described as being felt by the Government itself as imposing on it a pernicious dependence on its own servants; and its anxiety to transfer to the Company the relation of bhandari must be ascribed, not only to a sense of the inversion of a right order of things and of the evils and embarrassments involved in the subjection of a Government in any shape to the control of its own officers, but also to a desire to see the sort of power inherent in that relation exercised in the real spirit and intent of the arrangement.

In adverting to the substitution of the Company's bhandari for that of the Arabs, Colonel Walker remarks that it gives us the least exceptionable title to interfere in the internal administration of the country, as it is founded on established usage. This mode of expression does not apparently refer to anything more than the practice, and by no means describes a right founded either on the spirit or the letter of the engagement. It admits that established usage sanctions on the part of the person giving the bhandari a limited and occasional interference in the internal administration of the country; but it cannot be interpreted to mean that the abuse of the power of interference formerly practised is converted by such practice into a right. The Governor-General-in-Council is unable therefore to recognize in the passages quoted by you from Colonel Walker's dispatches any conclusion in favour of that wide construction of the powers of the bhandari which they were intended to establish. Neither does a careful perusal of Colonel Walker's dispatches at large lead to a different conclusion in the mind of the Governor-General-in-Council, who on the contrary finds a confirmation of his opinion in the general tenor of these dispatches taken together. It would not be either expedient or equitable to argue, from the abuse of a legitimate power by the refractory servants of the Gaikwad, the acquirement by the British Government from its accession to those powers, of a title to strain them beyond their natural and proper limits. The British Government ought rather to study to justify the confidence in our justice and moderation, which induced the Gaikwad to seek to substitute our bhandari for that of his own servants, by discreet and mitigated exercise of the rights it conferred.

It is far from the intention of the Governor-General-in-Council to deny that many and great benefit have resulted to the Government of the Gaikwad from the interference practically exercised by the British Government in his internal administration. In the early stage of our intimate relations with the Gaikwad that degree of interference was not only beneficial but essential to the well-being and even to the existence of his Government. It was even then however His (Lordship-in-Council believes) confined nearly to those branches of the affairs of the Gaikwad connected with the security, improvement and appropriation of the resources of the State, and to the attainment of those objects which naturally arose out of, and appear to the Governor-General-in-Council to be the legitimate objects of the bhandari, namely the security of the public creditors in whose behalf it was given. An instance occurred in the case of Sitaram. It was essential to the security of the State from absolute ruin that the reforms, so

ably planned by Colonel Walker, should be carried into effect. When therefore it was found, after the succession of Sitaram to the office of Diwan, that he could never be brought to co-operate in the accomplishment of that vital purpose, it became the right and duty of the British Government both under the obligation of those bhandari engagements, which alone could render the reforms practicable, and on more general grounds to urge and insist on the removal of Sitaram and the substitution of another minister. But this instance of interference was clearly sanctioned by the bhandari, as it was manifestly and directly applied to the securing of the objects of that engagement. His Lordship-in-Council, however feels it difficult to admit the interference, which in the instructions to the Resident at Baroda of the 15th of January last, is deduced from the acts of interference, namely that the British Government possessed a control over the officers entrusted with the administration of public affairs equally with the Gaikwad. A further necessity for a more active and searching interference at that time arose from the imbecility of Anandrao Gaikwad, and hence resulted the establishment of the Commission of Government, of which the British Resident or an agent on his part was constituted a member. The Governor-in-Council has drawn from this last mentioned circumstance that the British Government was entitled to exercise a direct and indiscriminate interference in the internal administration of the Gaikwad, and that this right was expressly recognised by the Administration of Baroda. Admitting this to be correct, it does not appear to the Governor-General-in-Council that a right, resting on this basis, can be held to have survived the introduction of Fatesing into the executive Administration, an arrangement which was made declaredly and exclusively with the view of supplying the constitutional defects of the Raja. The elevation of Fatesing did not originate in the disordered state of the Gaikwad's affairs or the measures in progress to retrieve them, but in the incapacity of Anandrao for government, and would have been equally requisite, had the finances and general condition of that Government been flourishing as they were the reverse. It appears to the Governor-General-in-Council then that the establishment of Fatesing in the executive authority ought to have superseded the Commission of Government, (as practically and in point of fact His Lordship-in-Council believes that it did), and that no argument in favour of our right of systematic executive interference at this time can be founded on the association of an agent of the British Government in that Commission.

In the present improved condition of the affairs of the Gaikwad, our exercise of the powers derived from the bhandari (even admitting them to be so extensive as is maintained in your letter) must be deemed to be less than ever necessary, and still less necessary was the assertion of those powers on an occasion when other and, as appears to the Governor-General-in-Council, more substantial grounds for the justification of our procedure were to be found in the circumstances of the case as in the instance of the removal of Sitaram.

This leads the Governor-General-in-Council to advert to the remarks in your letter now acknowledged, relative to the rights derived from the personal bhandari as contradistinguished from the

pecuniary one. The Governor-General-in-Council readily perceive that, under the operation of this engagement in favour of an individual, the person giving the bhandari is bound to protect such individual against the oppression of the other party, and on the other hand to enforce the performance, by the protected party, of that which he is bound to do; but it does not seem a legitimate conclusion from these premises that the person giving the bhandari is empowered to exercise an exclusive and separate power of punishing, even against the declared wishes of the other party, the person for whose benefit it is to be presumed the bhandari was given. The case would be still stronger, if that person were a minister of the State, which is the other party to the contract. The Governor-General-in-Council by no means intends to dispute the propriety of the proceedings of the Government of Bombay with relation to Sitaram. On the contrary they have been distinctly and without qualification approved by His Excellency's authority, but our right to take those measures and the propriety of resorting to them in the case under consideration, although justifiable by the spirit of the bhandari, appear to the Governor-General-in-Council to rest on grounds entirely distinct from that engagement; and they would have been equally justifiable, had it never existed. Sitaram, instead of fulfilling his duty honestly as the chief minister of the State in carrying into effect measures resolved on by the Government of Baroda at the instance of the British Government, employed the influence of his official character and personal weight to thwart and counteract those measures. It became necessary therefore to urge his exclusion from efficient power, a measure fully assented to, and adopted by the Government of Baroda. He persevered in intrigues against the existing Administration and many other kinds of misconduct, till his unrestrained residence at Baroda became embarrassing and subsequently dangerous to the State, and his imprisonment and afterwards his removal from the capital and even from the dominions of the Gaikwad became necessary for the maintenance of the joint interests of the Gaikwad and the Hon'ble Company. Fatesing's perverse and indefensible resistance to this last measure induced the Government of Bombay, with the sanction of the Governor-General-in-Council, to urge his compliance with suitable earnestness. But this, as already observed, was a right naturally belonging to the British Government under its relations with the Gaikwad, as established by the treaty, and by general principles of self-defence, and required no collateral aid from a recurrence to the bhandari.

Before quitting the subject of Sitaram the Governor-General-in-Council desires me to advert to the proposition in the 2nd paragraph of your letter that it may be intimated to Sitaram and to the Gaikwad Government that, as soon as its affairs shall be retrieved, and its finances placed on a secure basis, permission would be granted for his resuming the exercise of his office of diwan, provided his future conduct should render him worthy of that trust.

The Governor-General-in-Council naturally is disposed to defer to the judgment of the Right Hon'ble the Governor-in-Council of Bombay in a question turning so much on local and personal considerations,

of which the Governor-in-Council must have the best means of forming a correct judgment; but on general grounds and on an attentive consideration of the conduct of Sitaram through a long course of years, marked by persevering and repeated ill-conduct on his part and a uniform consideration and unity on that of the Gaikwad and the British Government, His Lordship-in-Council sees nothing that encourages him to hope for any advantage from the restoration of Sitaram to power. On the other hand many considerations operate against placing influence and authority in the hands of a person so likely to pervert them to the injury both of the British Government and his own Sovereign; and even if better hopes could reasonably be entertained, an intimation of the nature proposed would be interpreted to create a pledge, which might eventually prove embarrassing in a high degree. The Governor-General-in-Council accordingly requests that no step for restoring Sitaram to the station of diwan be taken without the previous sanction of this Government, and that no intimation of such an event being in contemplation be made to the Gaikwad or to Sitaram.

1817 *Bombay, 5th May, 1817 (1817, S. D. 298)*

At a Consultation.

British right of interference Resumed consideration of Mr. Secretary Adam's letter, dated the 28th of September and received on the 28th November, 1816.

Referring to the 9th paragraph of that dispatch, it becomes essential to ascertain distinctly the degree of control which the British Government has still a right to exercise in the internal administration of the Baroda State through the Resident as an associated agent in the Commission of Government, authorised to be formed in 1806.

It is stated in Mr. Secretary Adam's dispatch "that the necessity for a more active and searching influence at that time arose from the imbecility of Anandrao Gaikwad, and hence resulted the establishment of the Commission of Government, of which the British Resident, or an agent on his part, was constituted a member. That the Governor-in-Council has drawn from this last mentioned circumstance the conclusion that the British Government was entitled to exercise a direct and indiscriminate interference in the internal administration of the Gaikwad, and that this right was expressly recognised by the Administration of Baroda. Admitting this to be correct, it does not appear to the Governor-General-in-Council that a right, resting on this basis, can be held to have survived the introduction of Fatesing into the executive administration, an arrangement which was made declaredly and exclusively with the view of supplying the constitutional defects of the Raja Anandrao. The elevation of Fatesing did not originate in the disordered state of the Gaikwad's affairs or the measures in progress to retrieve them, but in the incapacity of Anandrao to exercise the powers of government and would have been equally requisite had the finances and general condition of that Government been as flourishing as they were the reverse. It appears to the Governor-General-in-Council then that the establishment of Fatesing in the executive authority ought to have superseded the Commission

of Government, (as practically and in point of fact His Lordship-in-Council believes that it did); and that no argument in favour of our right of systematic executive interference at this time can be founded on the association of an Agent of the British Government in that commission."

The introduction of Fatesing to a principal share in the administration of the Gaikwad's affairs was never, that we are aware of, intended to supersede the Commission of Government formed in 1806, the principle of which, notwithstanding the powers vested in him, has uniformly been recognised and has been acted upon; and from the evidence of facts which have lately come before us, particularly in the Resident's letter dated the 27th of July last, its continuance appears to be more than ever necessary, as also that the Resident should be armed with as much authority in controlling the affairs of the Gaikwad Government as may be considered to be consistent with the peculiar nature of our relations with that State, not arising out of the treaty so much as from the pecuniary responsibility which falls on us under our bhandari engagements.

The Commission for the administration of the Baroda Government, as proposed by Colonel Walker in his letter of the 1st of January, 1806, was composed of the Diwan, the fadanvis, the majmudar, and the Resident of the British Government, or an agent on his part. It was constituted under a regular and solemn act of the Government, in which was detailed the power with which it was vested and the regulations under which its duties were to be conducted. It was proposed at that time that Fatesing Gaikwad should have a voice in this Commission, either as its head or as a member.

Sitaram, the Diwan, having been pronounced incapable or unwilling to promote the reforms, was excluded from the Commission, and Babaji, (with the consent of Sitaram) was called in, when the appointment of khasgiwala to Anandrao Gaikwad was conferred on him. The office confers a legal and constitutional voice in the administration of public affairs, with a right to control and direct the operations of the executive part of the Government, which rests with the Diwan, who, it was yet expected, would cooperate in the prosecution of the reform.

These expectations having been disappointed, and Sitaram succeeding from the duties of his office, it was determined that Fatesing should be introduced into the Administration, that he should annex the dyaven¹ [*may it be pleased to be granted*] on all instruments of Government, and that the reforms should be prosecuted without the concurrence of the first officer of the State. Colonel Walker's letter detailing these transactions explains also the official formalities observed by the darakdars of the Gaikwad Government in the transaction of public business. The dyaven was not before practised in the Gaikwad State, but was adopted on the precedent found at Poona during the minority of Madhavrao Narayan.

1 See The Gaikwads of Baroda, Vol. vii, p. 278.

Colonel Walker's report, dated the 3rd of February, 1807,¹ conveys information of the first Darbar held under the Commission, and describes the formalities with which the business was conducted. It was attended by the Resident, Babaji Appaji, the fadanvis, majmudar, munshis, bakhshis and all the darakdars and mutasaddis, except the Diwan. The Raja attended and went through the ceremonies and business of the day with great propriety, and clearly and distinctly communicated his commands to his darakdars to attend and daily transact the duties in the Darbars which were hereafter to be held.

By the Resident's dispatch of 6th of March 1807,² the Government was informed that Fatesing had fully acceded to the arrangements in progress for the reforms in the Baroda State. By the accession of the young Prince the arrangement, as Colonel Walker observed, would, under the senior member of the Gaikwad family next to Anandrao, acquire a stability and constitutional force which promised the happiest effects.

The progress, made in the reforms, having rendered it necessary to provide for the future administration of the State, and for preserving by permanent regulations the due efficiency of the Government and the restriction of its expenses within the limits of its income, it appeared to be essential to the attainment of those objects to obtain from the Raja the investiture of Fatesing with such a controlling power in the administration as might enable His Highness to supply the defects which arose from causes connected with the constitution of the Raja.

The proposed investiture of Fatesing with the principal share in the administration of public affairs was not intended to detract from the sovereign authority of the Raja or lessen his dignity. Of these (as was remarked by Colonel Walker) the Company were and would continue to be the guardians, and that the surest guarantee to Fatesing of the protection and support of the Company would be the propriety and correctness of his conduct towards his brother.

In communicating this arrangement to the Raja, His Highness distinctly stated that it was not to affect his own sovereignty, that he was still to be considered as the lord and master, and that the public business was to be conducted under the authority of his seal and in his palace. The investiture of Fatesing accordingly took place on the 6th of May; and in reporting this event Colonel Walker explained the extent of His Highness's power, that he was the representative of his Sovereign, and that his official designation would be pratinidhi or mutalik, a word applicable to a person possessing delegated, but dependent powers. That upon the ordinary occurrences of Government the dyaven of Fatesing, affixed to documents, would give them sufficient legality; but upon the more important points the formality of the Sovereign would still be necessary. He was not only the representative, but in a manner the guardian of the interests of the Raja. It was his particular duty to protect and manage his concerns for his benefit; but that this appointment did not confer on Fatesing

1 See The Gaikwads of Baroda, Vol. vii, p. 302.

2 See The Gaikwads of Baroda, Vol. vii, p. 403.

powers to perform any act contrary to those interests which it was the express purpose of his investiture to protect and preserve.

Colonel Walker's letter of the 24th of May, 1807, respecting the first public Darbar held after the investiture of Fatesing, describes the formalities under which the business was conducted, which shows that no form of proceeding was valid without the countersignature of the Raja, to whose authority Fatesing rendered himself strictly subordinate.

The engagement, subscribed to by Fatesing on the occasion of his entrance into office, comprehended a recognition of the agreements, entered into by the Maharaja for the prosecution of the reforms, of the executive authority being vested in Babaji Appaji, and of the treaties between the British and Gaikwad Governments.

The Governor-in-Council has been led into this detailed review of the proceedings, connected with the admission of the presumptive heir to the Gaikwad Sovereignty into a participation in the administration of its affairs, for the purpose of elucidating the grounds on which he has considered the Commission to have vested the British Government through its Resident at that Darbar with a share of an authority not inferior to that held by Fatesing in the administration and control of the Gaikwad Government; that without such powers our bhandari would be a dangerous experiment and its extension too hazardous to be further sanctioned, if it could be refused consistently with our obligations to retrieve the Gaikwad State from its great and serious embarrassments. It must be obvious that without those powers, for which we contend, we could neither be sure of justice to ourselves nor to those who possess our security, and so long as that security remains unredeemed, and our pecuniary engagements and responsibility exist, so long did we imagine that our control was equal to that of the Native Government. If we should be debarred from the exercise of that influence and authority in every question, whether relating to the due appropriation of the revenues or the removal of obnoxious ministers aiming at the destruction of the system we had formed, and on the due operation of which our reputation, founded on a fulfilment of our bhandari engagements, is staked, where could be the security for our own indemnity? A control over the measures of the Government would be inefficient, if we possessed not a voice in the selection and dismissal of its official agents. We cannot be answerable (as we are bound to be) for the faithful appropriation of the resources of the State, if we cannot control their application, whether by Fatesing or any inferior authority.

As however Colonel Walker in his letter of the 24th of May, 1807,¹ does not specify whether the Resident attended the Darbars as a member of the Commission of Government subsequently to the investiture of Fatesing, a reference to the Resident at Baroda for information in respect to the existing authority of the Commission becomes necessary. No special revocation of its powers has been authorised by the Governor-in-Council, nor of the limitations and restrictions under

1 The Gaikwad of Baroda, Vol. VII, p. 303.

